

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

SECTION A - SUPPLEMENTAL INFORMATION

W56HZV-07-C-0256
Modification P00005

Previous Contract Amount: \$1,034,484.00
Amount of this Modification: \$10,721,413.00
Total Contract Amount: \$11,755,897.00

1. The purpose of Modification P00005 to Contract W56HZV-07-C-0256 is as follows:

a. To transfer option hours for System Technical Support for the M109/M992 and M9 ACE vehicles systems from contract W56HZV-07-C-0096. These option hours are established at Section H, Clause H.7.2. In addition, a total of \$62,500,000 in Material/ODC option dollars are added to the contract in support of the M109/M992 and M9 ACE vehicle systems, under Section B, clause B.5. Section B, Section C, Section D, Section E, Section F, Section G, Section H and Section J, Exhibit A are all changed to reflect the inclusion of these additional vehicle systems.

b. To exercise option H.7.2 for 87,964 STS Level of Effort (LOE) hours for work listed on the following Work Directives: STS-P-07-01, STS-P-07-02, STS-P-07-03, STS-P-07-04, STS-P-07-05.

c. This option exercise is acquiring 87,964 STS LOE hours on the following CLIN:

CLIN	Prior	This Change	Total
0006AA			
Hours	-- 0 --	87,964	87,964
Estimated Labor Cost	\$ 0	\$ 6,066,430	\$ 6,066,430
Estimated Materials/ODCs*	\$ 0	\$ 3,757,143	\$ 3,757,143
Total Cost	\$ 0	\$ 9,823,573	\$ 9,823,573
Labor Fee	\$ 0	\$ 554,096	\$ 554,096
Materials/ODCs Fee	\$ 0	\$ 343,744	\$ 343,744
Total Fee	\$ 0	\$ 897,840	\$ 897,840
Total CPPF	\$ 0	\$ 10,721,413	\$ 10,721,413

NOTE: Dollar amounts are rounded
*Includes FCCM

a. The hours exercised to date under option H.7.2 are 87,964 leaving 412,036 available for future base year option exercises.
b. The ODC/Material cost dollars exercised to date are \$4,100,887 (including Fee and FCCM), leaving \$8,399,113 available for future base year option exercises.
c. The option is exercised prior to 31 December 2007 and applies the rates for the base year option.

2. The STS LOE option hours exercised under Modification P00005 are at the M109/M992 base year rate of \$76.03 (\$69.67 for estimated cost and \$6.36 for the contractor's fixed fee) for Work Directives STS-P-07-01, STS-P-07-04 and STS-P-07-05. Work Directive STS-P-07-02 is at the base year CONUS FSR rate of \$74.52 (\$68.28 for estimated cost and \$6.24 for the contractor's fixed fee). Work Directive STS-P-07-03 is at a composite rate consisting of 35,100 hours at the base year CONUS FSR rate of \$74.52 (\$68.28 for estimated cost and \$6.24 for the contractor's fixed fee) and 1,040 hours at the M109/M992 base year rate of \$76.03 (69.67 for estimated cost and \$6.36 for the contractor's fixed fee).

3. This modification impacts the contract amount. This action increases the total contract amount by \$10,721,413.00 from the prior amount of \$1,034,484.00 to a new total of \$11,755,897.00.

	Prior	This Change	Total
Estimated Cost (including ODCs)	\$ 948,529	\$ 9,823,573	\$ 10,772,102
Fixed Fee	\$ 85,955	\$ 897,840	\$ 983,795
Cost Plus Fixed Fee (including ODCs)	\$ 1,034,484	\$ 10,721,413	\$ 11,755,897

NOTE: Dollar amounts are rounded

4. Section C, para C.12 is updated to include DODAAC CK00EA which has been approved for use on this contract.
5. All other terms and conditions of contract W56HZV-07-C-0256 remain unchanged and in full force and effect.

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS										
0006	SECURITY CLASS: Unclassified										
0006AA	<u>SERVICES LINE ITEM</u>				\$ 199,801.00						
	CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: PALADIN/FAASV ENG SPT - STS PRON: 7276P03272 PRON AMD: 01 ACRN: AF AMS CD: 31202072010										
	BASIC OPTION WORK DIRECTIVES: STS-P-07-01, STS-P-07-02, STS-P-07-03, STS-P-07-04, STS-P-07-05 LEVEL OF EFFORT: 87,964 HOURS			Estimated Cost: \$ 9,823,573 Fixed Fee: \$ 897,840 CPFF: \$ 10,721,413							
	Estimated Labor Cost: \$ 6,066,430 Labor Fee: \$ 554,096 Total: \$ 6,620,526										
	Estimated Materials/ODC's*: \$ 3,757,143 Materials/ODCs Fee: \$ 343,744 Total: \$ 4,100,887 TOTAL \$ 10,721,413										
	*Includes FCCM.										
	(End of narrative B001)										
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin										
	<u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>31-DEC-2008</td> </tr> </table> \$ 199,801.00	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-DEC-2008				
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	0	31-DEC-2008									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0006AB	<p><u>SERVICES LINE ITEM</u></p> <p>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: RETROFIT AFES DETECT SYS MOD PRON: 7276P03172 PRON AMD: 01 ACRN: AF AMS CD: 31202072010</p> <p>CLIN 0006AB is a funding sub-CLIN in support of CLIN 0006AA.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>31-DEC-2008</td> </tr> </table> <p style="text-align: right;">\$ 1,136,792.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-DEC-2008				<p>\$ 1,136,792.00</p>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-DEC-2008												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-07-C-0256 MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC	<p><u>SERVICES LINE ITEM</u></p> <p>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: PALADIN STS - FSR SPT PRON: 7276P03972 PRON AMD: 01 ACRN: AF AMS CD: 31202072010</p> <p>CLIN 0006AC is a funding sub-CLIN in support of CLIN 0006AA.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 31-DEC-2008</p> <p>\$ 9,384,820.00</p>				\$ 9,384,820.00

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 6 of 41

PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

B.1 APPLICABILITY OF FEDERAL EXCISE TAX - Federal Excise Tax (FET) is not applicable to the contract items listed elsewhere in Section B of the contract. FET is not to be included in any prices under the contract.

B.2 CONTRACT DATA PRICE - The cost for data requirements of the contract is included within the cost plus fixed fee amounts for each CLIN.

B.3 BASIC - The Government Basic Award shall be 6,225 hours and \$100,147 in Materials/ODCs.

	Estimated Hourly Cost	Hourly Fixed Fee	Total Cost
M88 Family of Vehicles STS	\$ 72.21	\$ 6.52	\$ 78.73
M88 RESET	\$ 37.75	\$ 3.43	\$ 41.18
OCONUS FSR	\$ 62.12	\$ 5.65	\$ 67.77
M109/M992 STS	\$ 69.67	\$ 6.36	\$ 76.03
M9ACE STS	\$ 59.25	\$ 5.40	\$ 64.65
CONUS FSR	\$ 68.28	\$ 6.24	\$ 74.52

B.4 OPTION - ADDITIONAL SYSTEM TECHNICAL SUPPORT - In accordance with Paragraph H.7.1 and H.7.2, the Government shall have the option to increase the number of system technical support hours by a maximum of 390,000 manhours each year for the M88 FOV, for a maximum of 1,950,000 hours, and 500,000 manhours a year for the M109/M992 and M9ACE programs, for a maximum of 2,500,000 hours. The allocation of these hours is as follows:

-- STS Hours optioned under H.7.1 as of Modification P00005 are 11,545, leaving 378,455 available for future base year exercise.

-- STS Hours optioned under H.7.2 as of Modification P00005 are 87,964, leaving 412,036 available for future base year exercise.

The hourly fixed fee listed below will remain in effect for option hours exercised in the specified time periods. The estimated hourly costs are for planning and budgetary purposes only and will vary from work directive to work directive. The funded amount for each work directive will be determined by the labor mix and Other Direct Costs (ODCs) for that specific effort.

Basic

	FROM	Through	Estimated Hourly Cost	Hourly Fixed Fee	Total Cost
a)	Basic Contract Award	31 Dec 2007			
	and base year option				
	M88 Family of Vehicles		\$ 72.21	\$ 6.52	\$ 78.73
	M88 RESET		\$ 37.75	\$ 3.43	\$ 41.18
	OCONUS FSR		\$ 62.12	\$ 5.65	\$ 67.77
	M109/M992 STS		\$ 69.67	\$ 6.36	\$ 76.03
	M9ACE STS		\$ 59.25	\$ 5.40	\$ 64.65
	CONUS FSR		\$ 68.28	\$ 6.24	\$ 74.52

Option #1

	FROM	Through	Estimated Hourly Cost	Hourly Fixed Fee	Total Cost
b)	01 Jan 2008	31 Dec 2008			
	M88 Family of Vehicles		\$ 76.48	\$ 6.90	\$ 83.38
	M88 RESET		\$ 40.44	\$ 3.68	\$ 44.12
	OCONUS FSR		\$ 66.43	\$ 6.04	\$ 72.47
	M109/M992 STS		\$ 73.36	\$ 6.69	\$ 80.05
	M9ACE STS		\$ 62.34	\$ 5.68	\$ 68.02
	CONUS FSR		\$ 69.96	\$ 6.39	\$ 76.35

Option #2

	FROM	Through	Estimated Hourly Cost	Hourly Fixed Fee	Total Cost
c)	01 Jan 2009	31 Dec 2009			
	M88 Family of Vehicles		\$ 79.96	\$ 7.21	\$ 87.17
	M88 RESET		\$ 42.84	\$ 3.90	\$ 46.74
	OCONUS FSR		\$ 70.32	\$ 6.39	\$ 76.71
	M109/M992 STS		\$ 80.86	\$ 7.37	\$ 88.23

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 41
	PIIN/SIIN W56HZV-07-C-0256	MOD/AMD P00005	

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

M9ACE STS	\$ 68.68	\$ 6.26	\$ 74.94
CONUS FSR	\$ 74.65	\$ 6.82	\$ 81.47

Option #3

	FROM	Through	Estimated Hourly Cost	Hourly Fixed Fee	Total Cost
d)	01 Jan 2010	31 Dec 2010			
	M88 Family of Vehicles		\$ 82.51	\$ 7.44	\$ 89.95
	M88 RESET		\$ 44.18	\$ 4.02	\$ 48.20
	OCONUS FSR		\$ 72.60	\$ 6.60	\$ 79.20
	M109/M992 STS		\$ 84.34	\$ 7.69	\$ 92.03
	M9ACE STS		\$ 71.72	\$ 6.54	\$ 78.26
	CONUS FSR		\$ 78.42	\$ 7.16	\$ 85.58

Option #4

	FROM	Through	Estimated Hourly Cost	Hourly Fixed Fee	Total Cost
e)	01 Jan 2011	31 Dec 2011			
	M88 Family of Vehicles		\$ 85.09	\$ 7.67	\$ 92.76
	M88 RESET		\$ 45.54	\$ 4.14	\$ 49.68
	OCONUS FSR		\$ 74.91	\$ 6.81	\$ 81.72
	M109/M992 STS		\$ 86.75	\$ 7.91	\$ 94.66
	M9ACE STS		\$ 74.06	\$ 6.75	\$ 80.81
	CONUS FSR		\$ 80.52	\$ 7.36	\$ 87.88

Solely for the purpose of determining the Estimated hourly rates most likely usage of man hours follow. The Government reserves the right to divert from estimates.

a)	Basic base year option	390,000 man-hours (M88); 500,000 (M109/M992/M9ACE)
b)	Option Year 1	390,000 man-hours (M88); 500,000 (M109/M992/M9ACE)
c)	Option Year 2	390,000 man-hours (M88); 500,000 (M109/M992/M9ACE)
d)	Option Year 3	390,000 man-hours (M88); 500,000 (M109/M992/M9ACE)
e)	Option Year 4	390,000 man-hours (M88); 500,000 (M109/M992/M9ACE)

B.5 The Contractor may propose material and other direct costs plus additives to this contract based on support within the work directives. The estimated costs at the time of work directive award will have a fixed fee attached as 9.10% of costs for the M88 FOV and 9.15% for the M109/M992/M9ACE programs. The other direct/material cost shall be a maximum of \$43,000,000 per year for the M88FOV and \$12,500,000 per year for the M109/M992/M9ACE programs, and shall not exceed that total. The allocation of these dollars is as follows:

-- STS Material/ODCs optioned for the M88 FOV as of Modification P00005 to this contract are \$180,072, leaving \$42,819,928 available for future base year option exercises.

-- STS Material/ODCs optioned for the M109/M992/M9ACE programs as of Modification P00005 to this contract are \$4,100,887 leaving \$8,399,113 available for future base year option exercises.

*** END OF NARRATIVE B0001 ***

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C -- DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

C.1 General

C.1.1 The contractor shall provide on a level of effort basis, and as specified by work directive, system technical support for the following systems:

M88 Family of Vehicles (FOV)

M109/M992 Family of Vehicles

M9 ACE

All derivatives of the above listed vehicles and future variants

All work performed under this contract shall be accomplished under and controlled by Work Directives signed by the Contracting Officer. The Government may modify and/or cancel work directive(s) in whole or in part, and change the relative order of priority assigned to work directives. The contractor shall perform no effort unless authorized by a work directive. The type of tasks covered by this effort include but are not limited to those set forth below.

C.1.2 STS tasks do include:

- Government-directed ECPs to include competitive drawing package for spare and repair parts (including all the down parts)
- Design analysis, design and system engineering and prototype fabrication
- Sustaining ILS and Engineering management
- Field failure analysis and corrective action to include fleet retrofit
- Support to Material Fielding deprocessing, training, hand-off and issue resolution
- Tradeoff analyses/Total Ownership Cost Reduction/Risk Management activities
- Modeling and Simulation
- Testing and Test Support
- Field Service Representative(s)
- Production improvements and/or enhancements, such as diagnostics or horizontal technology insertion
- Maintenance of facility vehicle(s) / Vehicle refurbishment and/or upgrades
- Configuration Management to include technical documentation maintenance, update and support
- Unique FMS Requirements
- Unique USMC Requirements
- System Design Technical Support of Global War on Terrorism (GWOT) Vehicle enhancements
- Reliability and maintainability support
- Acquisition and sustainment
- Logistics support
- Software management and maintenance
- Value engineering
- Problem investigation
- Environmental issues
- Human factors engineering/MANPRINT
- Safety
- Component qualification testing
- Mod Kit application
- Obsolescence investigation
- Fire support and munitions studies
- RESET/Reconstitution
- Program Management
- Leave Behind Maintenance
- Contract logistic maintenance support
- Participate in Government/Contractor IPTs
- Vehicle and Material Shipping

C.1.3 The contractor shall submit (contractor format) a monthly report identifying progress and expenditures in accordance with CDRL A016. This report shall be provided to the COTR, with copies furnished to the PCO, ACO, USMC and PM HBCT. The report may be submitted in conjunction with other LOE monthly status reports deliverable under the contract

C.1.4 Data Requirements: Data shall be delivered in accordance with the DD1423 CDRLs as set forth in Exhibit A.

C.1.4.1 Agendas/Minutes: The Contractor shall prepare and furnish the agenda and minutes of all periodic meetings between the

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 9 of 41
	PIIN/SIIN W56HZV-07-C-0256	MOD/AMD P00005
Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.		

Contractor and Government personnel in accordance with CDRLs A001 and A002.

C.1.5 Product Management:

C.1.5.1 Product Coordination And Administration: The Contractor shall manage and control the resources necessary to ensure timely achievement of all the requirements of this contract in the most economical manner. During the contract, close coordination and liaison shall be maintained with the Government.

C.1.5.2 Review And Access: The Contracting Officer or duly authorized representatives shall have the right to review, both in-process and upon completion, all project efforts and documentation including fabrication, assembly, test, calibration, inspection and Integrated Logistic Support (ILS) associated with this contract and review all pertinent Contractor records and data including those associated with cost and schedules for the purpose of permitting Government surveillance.

C.1.5.3 Security Guidelines: The security classification guidelines for this contract are contained at Attachment 1, Security Classification Guide.

C.1.6 Program Management Reviews:

The Contractor shall provide and participate in Program Management Reviews (PMRs) and Quarterly Management Reviews at the Contractor's facilities or other facilities as designated by the Government.

C.1.7 Electronic Delivery Of Data: Unless specifically prohibited by the CDRL, electronic delivery of data is the required method of delivery.

C.2 Tailoring of MIL-PRF-2104G: The Government recognizes that there is a typographical error in Government performance specification MIL-PRF-2104G cited in the Purchase Description (Attachment 1). Page 17, Table III Expected Temperatures of the performance specification. Corrections to the performance specification Table III, page 17 are hereby incorporated into this contract as follows: (a) -25 degrees Fahrenheit should read -15 degree Fahrenheit and (b) -15 degree Celsius should read -25 degrees Celsius.

C.3 Configuration Management:

C.3.1 The Contractor shall maintain their Configuration Management Program. This shall include:

a. Identifying, documenting and verifying the functional and physical characteristics of a configuration item, controlling changes to an item and its documentation, recording the configuration of actual items.

b. The Government reserves the right to review contents and verify the accuracy of the Contractors configuration control system at any time during the contract.

C.3.2 Production Configuration Identification: All Engineering TDP performance/product specifications, product drawings, CAD drawings, models, approved changes, remanufacture documents, software documentation used for design and production of a vehicle shall constitute the Product Configuration identification (PCI) for that system.

C.3.3 Rights to Technical Data. All PCI data created or obtained from this contract for use in the performance of the work designated by the Government shall be available with unlimited rights as described in clause 252.227-7013 (Defense Federal Acquisition Regulation).

C.3.4 The Contractor shall provide the services to maintain the PCI. This shall include maintenance of changes to the PCI baselines and the Engineering Release of changes, drawing revisions, and new drawings.

C.3.4.1 Configuration Services. The Contractor shall provide electronic copies of current drawings, drawing lists, Generation Breakdown Lists (GBLs), Gerber files, Artwork Masters, Technical Data Packages (TDPs), Engineering Change Proposals (ECPs), as built documentation/BOMs and any other updates to the PCI data when required by the Government. The Contractor shall also supply PCI revisioning services to Foreign/Domestic Customers as authorized by the Government.

C.3.4.2 Technical configuration data required for delivery to the Government shall be adequate with all necessary technical detail to create Government approved drawings for competitive acquisition and Government acceptance/verification of the procured items.

C.3.4.3 The Contractor shall not prepare data for components or items for which Government release data exists.

C.3.5 Engineering Changes:

C.3.5.1 Contractor Changes: For Contractor incorporated changes, the following procedures for Government notice and approval shall apply. These changes include, but are not limited to: vehicle system changes, component changes, and changes in source controlled components.

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.**C.3.5.1.1 Procedures:****a. Class II Engineering Changes - Contractor Requested:**

(1) These changes shall be prepared in accordance with CDRL A003 and shall be at no additional cost to the Government.

(2) The Contractor shall process these actions on the Contractor's Standard Engineering Change Form without prior Government approval except for common Class II ECPs (see (4) below). The Contractor's Standard Engineering Change Forms shall be attached to a completed Department of Defense form, DD Form 1692, Engineering Change Proposal (ECP).

(3) The contractor shall submit unique Class II ECPs to the DCMA representative. DCMA will review these changes and notify the contractor of the Governments concurrence or nonconcurrence of the proposed classification. All class II ECPs affecting drawings, which are common to other weapon systems, shall be submitted to TACOM for review and approval.

(4) A record of all class II ECPs shall be maintained by the contractor and electronically provided each month to the PM. A copy of an historical M88 FOV, M109/M992 FOV, or M9 ACE ECP shall be provided to the government if requested. The contractor shall submit a contractor format monthly report of Class II ECPs submitted to DCMA for concurrence of classification in accordance with CDRL A016.

b. Class I Engineering Changes - Contractor Requested:

(1) Should the Contractor desire to incorporate a Class I Engineering Change, he shall only do so with the prior written approval of the Procuring Contracting Officer. The proposed change must be submitted in accordance with CDRL A003.

(2) The Contractor shall submit Copies of the proposed change on a DD Form 1692 immediately upon determination of a need for such change. The change proposal must include sufficient information for the Government configuration review (reference MIL-HDBK-61). The Contractor shall provide additional Environmental Stress Screening testing and test results for the proposed change (CDRL A004) if required by the Government. The ECPs shall be delivered over the MEARS system or other Government approved system for government review and approval. A record of all class I ECPs shall be maintained by the contractor. A copy of an historical M88 FOV, M109/M992 FOV, or M9 ACE ECP shall be provided to the government if requested.

(3) Approved changes shall be incorporated into the Contract by Contract modification.

c. Class I and II Engineering Changes \ Government Directed:

(1) In the event the Government desires to change the vehicle configuration, the Procuring Contracting Officer will notify the Contractor by requesting a technical and price proposal from the Contractor or through an STS work directive tasking (CDRLs A003).

(2) The Contractor shall submit Copies of the proposed change on a DD Form 1692 upon determination of a need for such change. The change proposal must include sufficient information for the Government configuration review (reference MIL-HDBK-61). The Government may require additional Environmental Stress Screening testing and test results for the proposed change (CDRL A004). The ECPs shall be delivered over the MEARS or other Government approved system for government review and approval. A record of all ECPs shall be maintained by the contractor. A copy of an historical ECP shall be provided to the government if requested.

d. **NORs and SCNs :** All Notices of Revisions (NORs) or Specification Change Notices (SCNs) relating to Engineering Change Proposals (ECPs) shall be prepared and submitted with ECPs as required. (CDRLs A005 and A006).

C.4 Drawing Requirements:

C.4.1 **Quality Assurance Provisions (QAPs):** The Contractor shall prepare and maintain QAPs on drawings as appropriate. The placement of QAP requirements on drawings shall not interfere with the item defined on the drawings. The drawings shall identify the critical and major characteristics with the appropriate Critical and Major symbol.

C.4.2 Engineering Drawings And Associated Lists:

C.4.2.1 The Contractor shall maintain the M88 FOV, M109/M992 FOV and M9 ACE TDPs to reflect the as built configuration of the vehicles including all approved ECPs.

C.4.2.2 **Government Approved Drawings.** The contractor shall generate drawings sufficient for competitive procurement when new spare/repair part drawings are added to the TDP as a result of the M88 FOV and M109/M992 FOV, and M9 ACE ECP process or when new spare/repair part drawings are added to the TDP under Government directed design activities using STS work directives. These new drawings and any redrawn drawings shall conform to ASME Y14.100 -2004 (as tailored in Attachment 3) including appendices and ASME Y14.5-1994. The contractor shall maintain existing drawings in accordance with the drawing standards they were originally prepared to. Design activities drawings numbers and their cage code shall be utilized. Company specifications and standards shall not appear on the drawings unless an acceptable government or industrial specification/standard is also included as an alternate. The new or redrawn drawings shall not make reference to class I CIODS or cancelled/superseded specifications. All drawings shall have a general note

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 11 of 41

PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

stating what standards the drawing was prepared to, including date of revision. Drawings of parts and/or assemblies with one or more critical safety characteristics shall have the notation "CRITICAL SAFETY ITEM" shown above the title block. In addition, each critical safety characteristic shall be clearly labeled. Source control drawings shall be prepared only if approved by the government. Source control drawings shall have two or more sources of supply unless otherwise approved by the government. The contractor shall not prepare drawings in cases where government released drawings are already in existence. The contractor shall provide answers/resolutions to issues the government raises concerning the drawings. After government review and approval, the drawings shall be delivered in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.227-7013 and CDRL A008.

C.4.2.3 Contractor CAGE Code 06085 Drawings: The contractor shall generate and maintain drawings in contractor format, 06085 cage code, unless the drawing being modified is a Government cage code drawing already, in which case the requirements for 19207 drawings as stated above apply, or unless otherwise directed by the Government under STS work directive to generate/update to 19207 Cage code drawings.

C.4.2.4 The contractor shall deliver raster or PDF files, IGES files and CAD drawing files. For drawings common to other vehicle systems, the contractor shall deliver all three drawing files with their respective ERR. For HERCULES unique drawings, the contractor shall deliver only the raster or PDF files with the ERR, the CAD and IGES files shall be delivered at the end of contract. For the M88 FOV The contractor shall upload all drawing files to ACMS. The government will perform ERR submittal processing through ACMS and provide feedback to the contractor. In addition, paper based drawings common to other vehicle systems which are affected by ECPs shall be digitized when directed by the Government. Associated lists (Packaging -type PD) will be uploaded to ACMS.

C.4.2.5 Format for digital drawing delivery shall be as follows:

Drawings shall be delivered in the following formats:

1. Native 2-D or 3-D solid CAD model.
2. A copy of the CAD model in the International Graphics Exchange Specification (IGES)
3. CALS C4 raster image, or PDF file format. Contact the TACOM EDI Office at (586) 574-8170 for a list of commercial products that support CALS C4 format or for other related assistance.

The contractor shall contact the TACOM EDI Office at (586) 574-8170 prior to delivery of the actual files for the File Type Number and other technical and interface data.

Larger drawings, (J-K sizes) shall not have multiple plot files or frames.

Indexing Information.

All files shall have proper indexing information. A DLF ASCII file shall accompany a set of engineering data files. The DLF ASCII file shall be formatted so that each record goes on a separate line and bars separate fields. Contact the TACOM EDI Office at (586) 574-8170 for a JEDMICS Data File Index Structure (DFIS) spreadsheet describing the fields (with accompanying notes), together with a sample of a DLF file. The DLF file can be created using IndexR software available on the Web at <http://jtshelp.redstone.army.mil>. The contractor may contact the TACOM EDI Office at (586) 574-8170 with questions related to file types, index extensions, and similar matters. For packaging data entry, the contractor may continue to use MS Access in conjunction with the contractor's Electronic Packaging Data System (EDPS) or other commercial software for preparing ASCII files.

C.4.2.6 Delivery Media Requirements:

Electronic data can be delivered on CD-ROMs (ISO 9660) or through FTP (File Transfer Protocol) or by direct upload into ACMS. Because the Government wishes to take advantage of the latest digital media technology, the contractor is asked to coordinate its final media decisions with the TACOM EDI Office at (586) 574-8170 prior to delivery.

C.4.2.7 Physical Media:

The CDROM physical media shall be labeled with the following information:

- a. Contractors name/CAGE
- b. Contract Number
- c. System
- d. The appropriate CDROM number of the total, CD 2 of 3.
- e. Range of document numbers included on the CD.
- f. Software version used for CAD, IGES, etc.

C.4.2.8 File Naming Convention:

Files shall be delivered in batches. No batch shall include more than 50 files. Batches shall be sequentially named as b1, b2, b3,

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

...etc. Drawings files shall have names that correspond to the drawing number but not exceed 8 characters in length. File extensions can be obtained from TACOM EDI Office at (586)574-8170.

Contact the TACOM EDI Office at (586) 574-8710 for Geometry Creation Guidelines for 2-D and 3-D Models.

C.4.2.9 Telephone Numbers and Web Sites cited are provided solely for access to interface data and the clarification of technical matters. If the Contractor believes that any information secured from these sources effects a change to the Scope of Work, herein defined, it shall immediately contact the Contracting Officer, in accordance with the Changes Clause of this contract.

C.4.3 Government Approved Drawings:

C.4.3.1 Configuration Status Accounting and Engineering Records (CSAER):

C.4.3.1.1 CSAER Submittal and Validation: The Contractor's Quality Provisions shall assure that accurate and complete CSAER computer input data is provided. This data is generated as a result of ERRs and shall be submitted concurrently. Specific instructions for CSAER computer input preparations are described in CDRL A009 and the Advanced ACMS USERS GUIDE Version 1.0 UDLP dated 8-31-2004. Copies of these materials may be obtained from TACOM, AMSRD-TAR-E/HCV. The data shall be delivered electronically.

C.4.3.1.2 The Contractor shall be responsible for the review, edit, and correction of CSAER errors caused by Contractor generated input.

C.4.3.2 Drawing Number Report: All product drawings including Package Content and Kit drawings produced under this Contract shall be assigned Government issued drawing part numbers. These drawing or part numbers can be obtained by submitting a written request to AMSRD-TAR-E/HCV for TACOM drawings and SFAE-GCS-HBCT-FSP for ARDEC drawings, specifying the type and quantity of drawings being produced. The allocation of these numbers shall be reported IAW CDRL A010 and shall include the Contractor's name, address and the Contract number.

C.4.3.3 Drawing Part Numbers for Privately Developed Items: Contractors are prohibited from assigning drawing or part numbers to privately developed items prior to Government approval. When such an item is approved for incorporation into the design, the Contractor shall assign a Government issued drawing number to the item, as referenced in paragraph C.4.3.2 above.

C.4.3.4 Drawing Custodianship: The Contractor shall be responsible for all original documents in his possession. As drawing custodian, the Contractor shall make any changes authorized by TACOM to said original documents, provide copies of the change documents to co-users within five (5) days of request. The Contractor shall not transfer any Government drawings without written Government approval.

C.4.3.5 Drawing Custodianship List: The Contractor shall maintain a drawing custodianship list depicting all drawings under BAE Systems custodianship. The list shall show drawing number, nomenclature, and latest revision level. The Contractor shall provide a copy of this list to the Government upon request. In addition, the contractor shall provide to the government on a semiannual basis, a complete list of all Government cage coded drawings. This list shall show drawing number, nomenclature, and latest revision level.

C.4.3.6 The Contractor shall electronically deliver to the government an Engineering Release Record (ERR), for each ECP affected drawings in accordance with CDRL A007, along with the updated drawings and TD/CMS data in paragraph C.4.3.1.

C.5 Quality Program Requirements:

The contractor shall implement a quality system that satisfies the program objectives and is modeled on ANSI/ASQ 9001 or an equivalent quality system.

C.6 Critical Safety Item (CSI) Program:

C.6.1 The Contractor shall update the master list of critical safety items (CSI) and associated critical information including nomenclature and part number. The master list of CSIs shall be updated, as required, with part number changes throughout the life of the Contract (CDRL A011). The following definitions apply:

Critical Safety Characteristic: A specific characteristic of an item or assembly, which if not conforming to the specified requirements, will result in a probable occurrence of a life threatening condition for personnel engaged in maintenance or use of the system for its intended purpose during normal non-combat operations.

Critical Safety Item (CSI): A discrete provisioned part of the Contract Item with one or more critical safety characteristics.

Critical Safety Assembly: An assembly of multiple parts (not necessarily critical safety items) with one or more critical safety characteristics within the complete assembly. Critical Safety Items in an assembly not affected by the assembly process do not in themselves create a Critical Safety Assembly.

Characteristic: A dimensional, visual, functional, mechanical or material feature of property which describes the design of an item,

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

and which can be measured, observed, or identified using non-destructive methods to determine conformance to design requirements.

C.6.2 Identification of CSIs shall be based, wherever possible, on the following data sources:

- a. Sound engineering analysis and judgment.
- b. Safety assessment/safety hazard analysis (MIL-STD-882).
- c. Development testing/operational testing results.
- d. Reliability, Availability and Maintainability engineering assessments.
- e. Component qualification test results.
- f. Logistics Support Analysis data where applicable.
- g. Previous experience using like items or designs.

C.6.3 Validation of CSI Requirements: The requirements pertaining to CSIs shall be validated. The parts and materials shall operate well below fatigue limits/stress levels, and the design shall allow for assessment by inspection and nondestructive inspection equipment. Validation shall be based on engineering analysis of the critical safety item characteristics and should consider changes due to deterioration through time or use, fatigue, life, and operating conditions.

C.6.4 Components having a requirement for nuclear hardening shall be included as part of the CSI program and shall be incorporated in the CSI list. The nuclear hardening requirement shall be highlighted as a critical safety characteristic in the TDP.

C.7 Hazardous Material Management Program:

C.7.1 The Contractor shall continue to plan, develop, implement, monitor, and maintain an effective Hazardous Materials Management Program (HMMP) in accordance with CDRL A012 for the M88 FOV, M109/M992 FOV and M9 ACE unique components and all manufacturing processes as described by Work Directive. The purpose of the HMMP is to eliminate or reduce (where elimination is not feasible) hazardous and environmentally unacceptable materials throughout the life cycle so that the Government incurs the lowest possible cost required to ensure protection of human health and the environment. The focus of effort under this contract is on the production phase of the program.

C.7.2 HMMP. The contractor shall update/maintain as required the existing M88 FOV, M109/M992 FOV and M9 ACE HMMP plan delivered under previously awarded contracts in accordance with CDRL A012. The updates shall be submitted in Contractor format and shall include the following:

a. An identification and description of their HMMP organization using charts to show the organizational and functional relationships and the lines of communication. The identification shall include all organizational elements responsible for executing significant aspects of the HMMP.

b. A comprehensive description of the program methods and procedures to be used to accomplish the HMMP for the M88 FOV, M109/M992 FOV and M9 ACE, including:

- (1) The methods and procedures to be used to identify and track all hazardous and environmentally unacceptable materials and wastes for the M88 FOV, M109/M992 FOV and M9 ACE.
- (2) The methods and procedures (including criteria) to be used to prioritize identified hazardous and environmentally unacceptable materials and wastes. Those methods and procedures shall be used to identify materials and wastes which have the most adverse cost, schedule, or risk impact on the program.
- (3) The procedures to be used to integrate and coordinate all HMMP efforts including dissemination of the requirements and requests for information to all first and second tier subcontractors.

C.7.2.1 M88A1 MRV Hazardous Material Management Program: During system/component design modifications and when ECP(s) are submitted to the government, the contractor shall consider elimination/reduction of hazardous substances and environmentally unacceptable materials to include but not limited to cadmium (electroplating), and hexavalent chromium (coating and electroplating). In addition Class I and II Ozone depleting substances, asbestos, mercury, and radioactive materials are prohibited for use on the M88A1 MRV during system/component design modification efforts or for new components.

C.7.3 Class I Ozone Depleting Substances (CIODS). In accordance with Section 326 of Public Law 102-484, the Department of Defense cannot award a contract which directly or indirectly requires the use of Class I Ozone Depleting Substances (CIODS). In the performance of this contract, if the contractor identifies any specifications and standards which require the use of CIODS, the contractor is to immediately provide written notification to the Procuring Contracting Officer.

C.7.4 The Contractor shall provide a briefing on the HMMP as required at the Program Management Reviews.

C.8 System Safety:

C.8.1 System Safety Program: The Contractor shall maintain a system safety organization and the authority through all levels of management for accomplishing safety tasks. Interfaces shall be established between system safety and other functional elements of the

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 14 of 41
	PIIN/SIIN W56HZV-07-C-0256	MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

program. The contractor shall ensure that qualified system safety people and adequate resources are available through the contract period of performance. The HERCULES Safety Assessment Report (CDRL A013) and Health Hazard Assessment Report (CDRL A014) shall be updated as required for changes during the contract period of performance.

C.8.2 System Safety Working Group Support: The contractor shall participate as an advisory member of the System Safety Working Groups (SSWG), when requested by the Government, and perform activities to include the following:

- Presentation of the contractor safety program status and management, including the results of design operations, risk assessments and organizational changes to the safety program implementation.
- Presentation of updates to the Hazard Tracking System.
- Participation in investigations and presentations of analyses of mishaps, and hazardous malfunctions, to include recommendations and actions taken to prevent future occurrences.
- Responding to action items by the SSWG.

C.9 Class I Ozone Depleting Substances (CIODS)

In accordance with Section 326 of Public Law 102-484, the Department of Defense cannot award a contract which directly or indirectly requires the use of Class I Ozone Depleting Substances (CIODS). In the performance of this contract, if the contractor identifies any specifications and standards which require the use of CIODS, the contractor is to immediately provide written notification to the Procuring Contracting Officer. The written notification shall identify a substitute substance or provide a waiver.

C.10 Extended Service Life:

C.10.1 Ferrous metal parts shall be protected to reduce Operational and Support costs and extend the service life by utilization of state-of-the-art corrosion protection.

C.10.2 All sheet metal components of the Deep Water Fording Kit HERCULES unique sheet metal components external to the crew compartment shall be corrosion protected to the equivalent of 3.0 mil of zinc plating. Acceptable equivalent is 1.5 mil galvanize, if same surface receives zinc phosphate pretreatment and E-coat primer. Examples of exceptions are components which are:

- a. Corrosion-resistant stainless steel.
- b. Parts adversely affected in required form, fit, or function by zinc coating (e.g., threaded fasteners or components operating at temperature over 400 degree F).
- c. Filter elements.
- d. Sheet metal that is 6 Gage or thicker.
- e. Purchased assemblies such as engines, for which galvanizing is not an available option.
- f. Parts covered by ECP GSD # U4127, which will eliminate galvanizing notes from selected components.

C.10.3 Components exempted under Paragraph C.10.2 shall be protected against corrosion in accordance with best commercial practices. Requests for component exemption under paragraph C.10.2 shall be presented to the Government.

C.10.4 The corrosion control shall be compatible with Nuclear, Biological and Chemical (NBC) decontamination procedures.

C.10.5 No action beyond normal washing, periodic inspection, repair of accidentally damaged areas shall be necessary to keep the corrosion protection in effect. Damaged areas are defined to mean any fault that is not a result of a deficiency in design, material, manufacturing or normal wear.

C.11 Government Material:

C.11.1 The contractor shall submit a monthly report, discussing the items and quantities received and used, in a format mutually acceptable to the contractor and PM HBCT and delivered in accordance with CDRL A016.

C.11.2 Report of Shipping and Packaging Discrepancy: The Contractor shall report to the Government as required where freight contents do not agree with the requested material on the shipping invoice. (CDRL A015)

C.11.3 Property Tracking System: The Government will accept the Contractor's property tracking system as the means to track the accountability, usage and disposition of the GFM parts as listed in Attachment 2. After acceptance of the GFM components, the Contractor accepts responsibility in accordance with FAR 52.245-2 Alternate I. Any defective GFM will be reported to the ACO and shall be the Government's responsibility to replace. Reports in accordance with C.11.1 through C.11.2 are still required.

C.11.4 NonConforming Report (NCR) - Government Furnished Property: Upon discovery of defective GFP, the Contractor shall submit his internal documentation (NCR) to the DCMA Quality Representative. The contractor's NCR shall contain sufficient information for the DCMA Quality Representative to generate the Product Quality Deficiency Report (PQDR) for submission to TACOM.

C.11.5 Authorized Use of Government Furnished Material (GFM) / Government Furnished Property (GFP)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 15 of 41

PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

C.11.5.1 Components and Test Equipment: The contractor is authorized to utilize Government Furnished Material/Property provided under this contract or the contracts listed below for any task purposes which will benefit the M88 FOV, M109/M992 FOV and M9 ACE programs and further the mission of the Project Manager Heavy Brigade Combat Team (HBCT).

DAAE07-01-C-N030
DAAE30-03-C-1003
DAAE07-01-C-M011
W56HZV-07-C-0096
DAAE07-02-C-T016

However, GFM assets intended for the production build shall not be redirected or loaned to STS activities without written concurrence from the COTR. Authorized use will include the shipment of GFM/GFP to other appropriate locations, with the required shipping documentation. Use of GFM/GFP provided under this clause will be on a non-interference basis, and will be at no additional cost to the Government.

C.11.5.2 Vehicles: The contractor is authorized to use Government-owned, vehicles for purposes which will benefit the M88 FOV, M109/M992 FOV and M9 ACE programs and further the mission of the Project Manager - Heavy Brigade Combat Team (PM-HBCT) organization at the U.S. Army TACOM LCMC (including the use of Government owned assets on other PM-HBCT programs). Use of accepted production vehicles awaiting shipment is not authorized without prior approval from the ACO or PCO. Vehicle usage may include limited, non-destructive operation. Use of any M88 FOV, M019/M992 and M9 ACE vehicle under this clause will be on a non-interference basis, and will be at no additional cost to the Government. Vehicle usage may occur at other locations as well as at BAE Systems. The contractor will not use M88 FOV, M109/M992 FOV and M9 ACE vehicles for demonstrations or shows that are strictly for marketing purposes without prior approval from the ACO or PCO.

C.11.5.3 GFM used under this clause will be under the control of the contractor at all times. The contractor will be responsible for the asset while it is in their possession, will perform any required maintenance, and will return the asset to the Government in as good a condition as when received. The Government shall not be liable or responsible for damage to the property of the Government, or to the property of others, including the contractor, or for personal injuries to contractor personnel or to any other persons arising from or incident to the use of the asset.

C.12 DODAAC: The DODAAC associated with this contract is CK00EA.

C.13 Test and Evaluation:

C.13.1 Test Incident Reports (TIRs), Failure Analysis and Corrective Action Reports (FACARs):

C.13.1.1 The Contractor shall establish and maintain a system for analysis of TIRs generated during Government tests. The system shall be capable of tracking the status of TIRs to include necessary distribution, Corrective Action, Failure Analysis and Management reports, in accordance with the criteria set forth in the following paragraphs.

C.13.1.2 The Contractor shall receive a copy of all TIRs directly through electronic mail (E-mail) from the test site during all testing.

C.13.1.3 The Contractor will furnish a written report for each TIR with an analysis of the failure as specified in the work directive (CDRL A016).

C.13.1.4 The failure analysis and corrective action reports are to be prepared and submitted in Contractors format in accordance with CDRL A017. Submit in accordance with the following Government distribution: One copy each to AMSTA-TAR-E and PM HBCT. Non E-mail transmittable data shall be provided to PM HBCT.

C.13.1.5 Responses to the TIRs are to be provided within the following time frames:

Critical	-Electronic or magnetic media response within five days after each incident.
Major	-Electronic or magnetic media response within thirty days of receipt of TIR.
Minor	-Electronic or magnetic media response within forty-five days of receipt of TIR. NOTE: For minor TIRs, the number of TIRs for which responses are required will be specified in the work directive.
Information	-As requested by the PCO.

C.13.1.6 Supplemental full failure analysis and corrective action report FACARs may be submitted by the Contractor after the initial submittal period to provide additional information on the failure analysis investigation and corrective actions required to ensure that the corrective action analysis are complete prior to close out.

C.13.1.7 If the Contractor's response is rejected, the contractor shall be officially notified by the Government within thirty days. The contractor shall be required to resubmit the response within thirty calendar days. Upon completion of the TIR evaluation, Failure Analysis and Corrective Action coordination, the Contractor shall prepare an incident close out sheet, using contractor format. TIR responses from other prime/subcontractors will be coordinated through the prime contractor. The contractor shall submit closeout

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

information including finalized FACARs and supporting test data in accordance with CDRL A017.

C.13.1.8 After Government concurrence is obtained the Contractor shall prepare and distribute a formal Test Incident Report Summary.

C.13.2 Government owned parts that are returned to the Contractor for failure analysis, that have been deemed non-repairable in accordance with the technical manuals need not be tracked as GFP within the Government Property Control System.

C.14 MANPRINT/Training:

C.14.1 MANPRINT:

The Contractor shall continue to address any new MANPRINT issues/concerns resulting from all Government testing and any design activity. The issues/concerns shall be addressed by the Contractor at Program Management Reviews.

C.14.2 Training:

The Contractor shall provide operator and maintenance training and training materials including the POI for the M88 FOV, M109/M992 FOV and M9 ACE. The contractor will provide facilities, equipment, tools and other materials as required for the individual classes. For the contractor conducted training courses, the contractor shall provide a completion reporting accordance with the applicable CDRL.

C.15 Reliability/Maintainability (R/M) Program:

C.15.1 The Contractor shall maintain a R/M Program to assure required vehicle Reliability and Maintainability performance is being monitored, evaluated and achieved throughout the vehicle's life cycle

C.15.2 Maintainability Program: A Maintainability Program shall be maintained. This program shall include, but not be limited to, Monitor/Control of Subcontractors and Vendors and Program Reviews.

C.15.3 Monitor/Control of Subcontractors and Suppliers: The Contractor shall establish procedures and controls, which shall ensure that products obtained from suppliers will meet R/M requirements. In addition, the Contractor shall provide the Government with reasonable notice of any special Reliability/Maintainability review meetings scheduled with subcontractors so that Government representatives can attend at their discretion.

C.15.4 Reliability/Maintainability (R/M) Program Review: The Contractor shall plan to include R/M reviews, as applicable, with design reviews and Program Management Reviews.

C.15.5 Reliability Allocation: The Contractor shall perform reliability allocations as required by the individual design activities under this contract.

C.15.6 Reliability Critical Items: The Contractor shall identify and control reliability critical items. This task shall be coordinated with logistic support activities to insure that requirements and results are compatible and used in logistics documentation/technical manuals.

C.16 Integrated Logistic Support (ILS) Management

C.16.1 ILS Program Requirements: The Contractor shall plan, continue to manage and execute an ILS program for the M88 FOV, M109/M992 FOV and M9 ACE.

C.16.2 ILS Organization: The Contractor shall maintain an ILS organization to manage and execute the ILS program. The ILS organization shall be at a management level commensurate with other contractually required design influencing elements. The Contractor ILS organizational personnel shall be assigned as element managers with responsibility for one or more logistic support elements required to be developed. Element managers shall identify and accomplish all actions necessary to ensure that the logistic support elements are developed so as to be compatible and consistent with one another and with all other contract requirements.

C.16.2.1 ILS Management Team (ILSMT): The contractor shall participate in a joint Government/Contractor ILSMT to monitor the status of the ILS program. The ILSMT shall provide a means for coordination, monitoring schedules and Contract performance, ensuring Government and Contractor compliance with established regulatory guidance and contractual requirements.

C.16.2.2 The Contractor shall participate in and provide administrative support for joint ILSMT meetings. Administrative support provided by the Contractor shall include but not be limited to facilities, office equipment, prototype models, mockups and technical data. The Contractor shall ensure participation of subcontractor personnel when necessary. The Contractor shall identify and document items that require action(s) at joint ILSMT meetings. These action items shall be submitted as agenda items. The Contractor shall attend, actively participate in, and take minutes of the joint ILSMT meetings proceedings. The Contractor shall prepare a listing of open action items which identifies the organizational entity, assigns responsibility for resolution, and target date for completion of each action item.

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 17 of 41

PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

C.16.2.3 Subcontractor/Vendor Control: The Contractor shall maintain control of subcontractor/vendor ILS tasks.

C.16.3 Depot Rework/Repair: The Contractor shall conduct rework and repair of equipment forwarded from Army Depots when directed by the Government approved work directives. Work directives shall establish, at a minimum, the quantity of systems to be modified and/or repaired; the modification and/or repair procedures to be implemented; the total modification/repair implementation cost; the schedule for completion of modification and/or repairs; provisions for warranty and means for Government reacceptance of the equipment upon satisfactory completion

C.17 Logistic Support Analysis (LSA): The Contractor shall update as required the LSA/LSAR.

C.17.1 Logistics Documentation: The Contractor shall conduct non-destructive Logistics Demonstrations to validate new or changed tasks and to verify supportability of the logistics support package to include Automatic Test Equipment (ATE), Build in Test/Build in Test Equipment (BIT/BITE) and peculiar support equipment as required by Government approved work directive. Results and corrective actions shall be reported back to the Government.

C.18 Maintenance Requirements: All design, modification and engineering change activity performed under this Contract shall require maintenance analysis. When directed, maintenance analysis shall be performed in response to Government furnished Test Incident Reports (TIRs), DA Form 2028, Product Quality Deficiency Report (PQDR) (SF368), Field Representative Reports, or other deficiency reports. In performance of maintenance analysis, the Contractor shall:

a. As applicable, disassemble and reassemble the item under analysis to the extent required for effective review of the design for training, and maintenance activities.

b. Provide sequential narrative instructions or procedures (maintenance source data) for the application, installation, or maintainability.

c. As a result of the maintenance analysis, recommend revisions in repair parts and special tool requirements, technical manuals, kits, tools or equipment as required.

d. Use maintainability Design Criteria information in MIL-HDBK-470 for guidance in making design decisions.

C.19 Provisioning:

C.19.1 Supplementary Provisioning Technical Documentation (SPTD):

C.19.1.1 The Contractor shall maintain electronic access to Military and Federal Specifications and Standards. SPTD, to include the top assembly drawing, shall be submitted in accordance with CDRL A018. All drawings as required shall be translated into the English language. Provisioning Technical Documentation not translated into the English language will not be accepted by the Government.

C.19.1.2 All approved vendor(s) Commercial and Government Entity (CAGE) code(s) are to be cited by the Contractor (typed, stamped, or in legible writing with authorized signature and date) on drawings when furnished concurrently with each submitted increment of provisioning documentation for each "P" coded item.

C.19.2 Provisioning Parts List:

C.19.2.1 The Contractor shall maintain and continuously update his provision file with the Provisioning Master Record feedback data provided by the Government, (i.e., changes, additions or deletions to part numbers, source, maintenance and recoverability codes, and failure factors) throughout the Contract.

C.19.2.2 The Contractor shall correct validation rejects within thirty (30) days of receipt.

C.19.2.3 The Contractor is responsible to ensure that the data submitted is compatible with the Government data base, the Commodity Command Standard System (CCSS).

C.19.2.4 Design Change Notice (DCN): The Contractor shall notify the Government of those design or part changes which modify, add, delete or supersede any of the operating, maintenance or repair parts information that was previously provided.

C.19.2.5 Provisioning And Other Pre-procurement Screening Data:

C.19.2.5.1 Standardization of commercial items selected as repair parts is required. There is a precedential ranking of preferred part numbers. Government or industry association, specifications, drawings, or standards number is the preferred (Prime) reference number (e.g., Federal (FED), Military (MIL), Joint Army/Navy (JAN), Air Force/Navy (AN), National Electrical Manufacturers Association (NEMA), Society of Automotive Engineers (SAE)).

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 18 of 41

PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

C.19.2.5.2 The Contractor shall conduct pre-procurement screening for standardization of all commercial items selected as repair parts. This screening will be used to select valid part numbers for input to the Provisioning Master Record (PMR) for total support of the end item. All vendor source information identified on the drawing will be screened. Results of pre-procurement screening for standardization and component selection will be used to update the Contractors provisioning file. The screening results must accompany the provisioning documentation for each new or revised commercial item selected as a repair part in accordance with CDRL A019.

C.19.2.5.3 Contractor submittals shall be updated to reflect the current prime part numbers that have a National Stock Number (NSN) resulting from the screening process.

C.19.3 Maintenance Replacement Rates:

C.19.3.1 Results from the reliability and maintenance program will be used to determine the Maintenance Replacement Rates I and II (or Failure Factors) as required by the Contractual requirements. These rates may be different due to model and configuration of the end item. If the application requires only one record build Provisioning Line Item Sequence Number (PLISN) the Maintenance Replacement Rate will be a consolidation of all known reliability and maintainability information.

C.19.3.2 The Contractor shall develop rationale and methodology for determining Maintenance Replacement Rates (MRRs), IAW MIL-PRF-49506, or Failure Factors using the following data:

- a. Engineering Data
- b. Warranty Data
- c. Testing and Developmental Documentation
- d. Historical Data of a Similar Piece of Equipment

C.19.3.3 MRR 2/FF 2 (Failure factor two) is the wartime failure rate and will be, at a minimum, 2.5 times greater than that of MRR 1/FF 1 (peacetime).

C.19.4 Documentation Of Parts Pricing:

C.19.4.1 The Contractor shall screen the Government databases for data on all parts of the Contract Item and shall utilize the price(s) cited there whenever available. In the event the price is not contained in the Government databases, the Contractor shall develop a LSAR Unit of Measure Price. The Contractor shall enter the most economical price in the LSAR data base as the unit of measure price.

C.19.4.2 Next Higher Assembly PLISNs And Overhaul Quantities:

Next Higher Assembly (NHA) PLISNs and Overhaul Quantities (OVHL QTYs) are used to identify and forecast repair parts requirements for all assemblies or subassemblies or components. Enter overhaul quantities for each item, IAW MIL-PRF-49506:

- a. Identify the immediate NHA PLISN. Enter an overhaul quantity.
- b. Identify all subsequent assemblies proceeding, using the LSA Control Number (LCN) structure, the down part. Enter NHA PLISN and OVHL QTY.
- c. Identify the model record PLISN(s) as a NHA PLISN and enter an OVHL QTY, if called for by the Government.

C.19.4.3 Provisioning Quality Acceptance Standards:

C.19.4.3.1 The quality standards outlined in the Quality Assurance Provisioning Process Guidebook apply to all phases of the provisioning effort.

C.19.4.3.2 During this contract, changes may occur that are due to formal program or process requirements. The Contractor will be formally notified of these provisioning changes through the PCO. These changes will be in effect from that date forward.

C.20 **Packaging Data Requirements:** The contractor shall provide packaging instructions for provisioned items. The contractor shall assess engineering and logistic changes for packaging impact and provide packaging impact statements with ECPs. The contractor shall provide draft packaging revisions and additions when there is a packaging impact. (See CDRL A020). Packaging data entries, SPI images and configuration data shall be electronically transmitted. Packaging design validation shall be done IAW ASTM D4169, Distribution Cycle 18. Packaging data entries should be forwarded to the TACOM Packaging File (PACQ) in ASCII text format (CDRL A021).

C.20.1 The Contractor shall, for items pertaining to vehicle models under this contract, develop and provide packaging data for all provisioned items lacking packaging data, and maintain and update packaging data for each provisioned item. The contractor shall assess changes to engineering and logistic data for impact on packaging data, and shall provide packaging impact statements with ECPs. For each change, the contractor shall determine if additional items require packaging data and if existing packaging data requires revision. The Contractor shall provide new and revised packaging data if sufficient data is not present in the TACOM Packaging File. TACOM-Rock Island (B14 Source of Supply) managed items that are being considered for packaging development will need to be specifically

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 19 of 41
	PIIN/SIIN W56HZV-07-C-0256	MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

identified to us prior to any packaging effort being initiated . Contractor shall provide facilities, equipment, materials, and access to the provisioned items for packaging development. The Contractor shall include information for each of the items, which shall be provided concurrently with each packaging data submittal, so that we can determine the adequacy of the Contractor prepared packaging analysis and data submittal. This includes item drawings and data such as: Source, Maintenance, and Recoverability (SMR) codes, Unit of Issue codes, Unit of Measure and Measurement Quantity, and copies of any applicable Material Safety Data Sheets.

C.20.1.1 The contractor is responsible for packaging development status. This includes engineering and logistic changes showing the status of packaging development for these changes. The contractor shall make available the packaging development status of each provisioned item. The contractor shall provide the electronic data interface.

C.20.1.2 Packaging/Logistics Data Entry. The Contractor shall develop, maintain and update packaging data in accordance with DI-PACK-80120B, and provide for the entry of information to the computer data base known as the TACOM Packaging Data File. See attachment 8 for the format and content of Packaging Data entry. The TACOM approved Packaging Data Entry shall be electronically submitted to AMSTA-LC-LEAP in an ASCII delimited text format using commas as delimiters. Quotation marks may be used as text qualifiers but are not required. Details regarding the entry of the information can be discussed at Start of Work Meeting.

C.20.2 Item Classification . To determine packaging requirements, items shall be classified as either selective or special group items.

C.20.2.1 Selective Group Items. Items that do not require a drawing, sketch, illustration, narrative type instructions, and do not exceed 40 pounds, have any one dimension which exceeds 40 inches, or have a length and girth of over 84 inches. These items can be considered Selective Group items if appropriate packaging can be defined by the codes in MIL-STD-2073-1D.

C.20.2.2 Special Group Items. Items shall be considered Special Group Items if:

a. If narrative instructions or figures are needed to describe packaging requirements. b. Kits, sets, and items consisting of separate parts. c. Items that require disassembly for packaging. d. Items requiring special handling or condemnation procedures. e. Items considered Hazardous for Transport. f. Items considered to have a shelf-life. g. Items excluded from the Selective Group.

C.20.3 Special Packaging Instructions - The Contractor shall develop, maintain and update the Special Packaging Instruction for each special group item. Packaging processes and materials shall be described for cleaning, drying, preserving, packing, marking, and unitization. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for production. The format and content of Special Packaging Instructions shall be in accordance with Data Item DI-PACK-80121B.

C.20.4 Validation Testing of Preservation Processing And Packaging. The Contractor shall validate packaging for Special group items in accordance with Appendix F of Standard Practice for Military Packaging MIL-STD-2073-1D. The test report shall be provided concurrently with the packaging data submittal, and shall include photographic records of package and testing. For Long Life Containers and Shipment and Storage Instructions, validation/testing shall be conducted in accordance with an approved notice and proposal. Government Representative will verify and witness the contractor validation.

C.20.5 Shipment and Storage (S&S) instructions. The Contractor shall develop and maintain instructions for preservation processing of the vehicle(s). Consideration shall be made for disassembly procedures to meet clearance requirements for land, air, and sea shipments and to assure economical transportation. Packaging requirements for Basic Issue Items (BII) and Components of the End Item (COEI) shall be evaluated for impact as a result of potential revisions to the S&S instructions. The BII shall be packed and separately from the COEI. The Contractor shall consider stowage locations and securement provisions. Stowage requirements shall deter pilferage and shall not interfere with lifting, tie down, or other transportation handling. With each ECP, the Contractor shall enclose a draft of each required S&S instruction within 60 days of ECP approval. Each S&S instruction shall be IAW OT-93-12265.

C.20.6 Container Design Retrieval System(CDRS) Search Request - (DI-PACK-80683A). - This is a management system program to provide a DOD centralized automated data base system for storing, retrieving, and analyzing existing container designs and test information concerning specialized containers. The contractor shall use this system when making search requests for any reusable container designs.

C.20.6.1 Guidelines for determining when reusable containers are desirable include, but are not limited to:

The container can serve two purposes; either as a shipping and storage container or as a case while the item is in use
The cost of a reusable container is offset through multiple reuse as compared to the cost of a single shipment disposable container.
The item may be recovered, repaired, or returned.
The need for periodic inspection or exercising the contained item justifies a reusable container.
Item fragility dictates shock absorbing system.
Economics of package and shipping costs vs damage costs for each of several different package designs

C.20.6.2 For repairable items where retrograde shipment will be required and for items requiring special handling or condemnation procedures, the contractor shall identify to TACOM items which are candidates for long life reusable containers (LLRC). For those items identified to TACOM (or identified to the contractor by TACOM) and approved by TACOM as long life reusable container candidates, the contractor shall make Search Requests for all reusable container designs. The purpose of the CDRS is to avoid duplication in container designs, minimize the number of new container designs being developed and promote reuse of existing DOD reusable containers for new item development and procurement.

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

C.20.6.3 The contractor shall provide assessment data to determine if existing container designs are suitable. The contractor shall assess the fit and function of existing containers and compare costs of modifications and alternate new designs. Assessment data shall include analysis justifying the need for a new or modified container.

C.20.7 Reusable Container Development - Upon approval, the contractor shall make a reusable container proposal for each new repairable item which, by the application of engineering, economic, and other factors, could be reasonably restored to a serviceable condition through regular repair procedures. The proposal shall include cost of development/design, validation, completion of the technical data package for competitive procurement, container life cycle, and container production cost. A life cycle cost analysis will be made and compared with a container that protects the item from damage and deterioration when exposed to the standard storage and distribution requirements defined in ASTM D4169, distribution cycle 18, assurance level I, criterion 3.

C.20.7.1 Upon approval of the validation testing proposals, the contractor shall validate Reusable Container designs. Notice of validation testing will be provided at least 30 days prior to the proposed test date. Validation testing of containers will establish the capability of the containers to protect the integrity and serviceability of the items for which the containers are designed. Instrument Records shall establish the capability of the container to protect the integrity and serviceability of the item for which the container is designed. Containers of this type frequently incorporate energy absorbing systems, dehumidification systems, and other special features to insure protection for the item. Containers can be repaired and/or retrofitted to prolong its life or modified to adapt it for shipment of items other than that for which it was originally intended. A Government representative will verify validation.

C.20.7.2 The contractor shall provide validation testing reports and photographic records for the container tests. The report shall contain, as appropriate, a description of the tests performed, results, shock and vibration recordings, static and dynamic clearances within the container, and conclusions.

C.21 Electronic Technical Manuals:

C.21.1 The Contractor shall deliver electronic technical manuals (ETMs) which are Adobe Acrobat compliant (.PDF files) and can be read in the Adobe Acrobat Windows. The Contractor shall certify that the ETMs fully represent the validated and verified content from the FDEP effort. The ETMs shall be delivered on CD-ROM to the offices specified in the CDRLs.

C.21.2 The deliverable CD-ROM containing the ETM shall also contain a copy of the Acrobat Reader.

C.21.3 Interactive Electronic Technical Manuals (IETMs): The Contractor shall maintain and update as required the interactive electronic technical manuals (IETM) for the vehicles. IETMs shall be CALS compliant, SGML based and meet requirements of MIL-STD-40051 and MIL-PRF-87268. CD ROMs containing the uncompiled source files shall be delivered in accordance with the work directive. CD ROMs containing the compiled version with presentation application and hard copy instructions as an insert to the jewel box shall be delivered in accordance with the work directive.

C.21.4 All technical and equipment publications shall be validated and verified for completeness, accuracy, usability and adequacy of content against the related system or equipment. The Contractor shall ensure completeness, clarity and usability of digital products before delivery to the Government and shall provide certification of publications validation upon request. Validated data must be re-validated when changes result from e.g., testing and approved ECPs or when contractor failure to validate.

C.22 Quality Engineering:

C.22.1 The Contractor shall conduct a technical review as required within authorized work directives, product engineering change actions taken as a result of any Test Incident Report (TIR) made necessary as a result of Government testing under this Contract and incorporate all such necessary changes into the TDP.

C.22.2 Section IV of Specification: The Contractor shall prepare Section IV draft and final copies of new specifications and update existing specifications pertaining to the Contract Item. (Reference MIL-STD-961D(1)).

C.22.3 Quality Engineering (QE) shall be involved as required in work directives or as applicable in design reviews, verification planning, conducting verification, and technical data finalization, to ensure the objectives of the overall production Quality programs are achieved and continuously improved upon. QE shall participate in determining the type and amount of verification necessary to ensure all requirements are satisfied.

C.22.4 The Contractor shall perform quality engineering reviews of TDP documentation as specified by work directives or as required. These reviews are to decide the type and amount of process and product controls and tests necessary to achieve a quality product. The contractor shall define these required process and product controls and tests on engineering drawings if possible. If a separate document is required for the quality requirements due to complexity or criticality, it shall be prepared in the same format as existing Quality Assurance provisions.

C.22.5 Environmental Stress Screening (ESS): As specified in work directive(s), the Contractor shall maintain and continuously improve

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

the effectiveness of the production ESS Program. The Contractor shall perform surveys or ESS profiles to determine optimum screens. The objective of ESS effort shall be to improve design, product quality, and reliability, increase production yields and reduce ownership costs. The Contractors ESS production screening data shall be included as part of system assessment.

C.22.6 Quality Assurance. The Contractor shall maintain a Quality Assurance program (QAP).

C.23 System Assessment:

C.23.1 The Contractor shall capture and analyze information associated with performance and acceptability or produced vehicles to identify problematic issues, identify emerging negative trends, and recommend potential cost saving solutions and to monitor the results of improvements made as results of previous policies. The contractor shall distribute data as necessary to obtain root cause corrective action, support cost reduction efforts, and other types of studies.

C.23.2 The Contractor shall perform analysis of vehicle hardware, maintenance procedures, training, training aids, and test equipment to identify candidates for Operation and Support (O&S) cost reduction, Value Engineering, and other cost saving programs. This includes performing the necessary technical evaluations, cost studies, and analysis of proposed changes.

C.23.3 The Contractor shall develop and conduct System Assessment presentations and briefings as required supporting reviews, meetings, and conferences.

C.24 Test Measurement and Diagnostic Equipment (TMDE) and Training Device:

C.24.1 The Contractor shall maintain currency of all ICDs related to TMDE and Training Devices. To ensure compatibility, the Contractor shall coordinate changes with appropriate TMDE/Training Device Contractors and/or Government agencies prior to finalization of the changes. An impact statement shall be submitted for changes that impact TMDE or Training Device as part of ECP submission.

C.24.2 The Contractor shall provide assistance and technical data as required in support of TMDE and Training Device programs.

C.24.3 The Contractor shall respond to TMDE and Training Device related field incidents and ensure an internal record of closeout following resolution of each problem.

C.25 Storage of Material for Future Contracts:

C.25.1 As authorized by Government approved work directive, the Contractor shall conduct emergency buys of material due to potential obsolescence of the material. The Contractor shall store such material under this contract and future contracts until such time as the items are used in support of the contracts or the Government gives disposition instructions.

C.26 OCONUS FSR:

The purpose of an Outside of the Continental United States (OCONUS) Field Service Representative (FSR) is to provide Field Service representatives to a deployed unit. The FSR will provide the unit with technical expertise on proper care and maintenance of the vehicle system. This may encompass assisting the unit in fault diagnosis or clarifying repair procedures. The FSR may also provided limited training to assist the unit in properly operating and maintaining the system. By performing these tasks, the FSR will be the deployed units single contact for vehicle-related issues. The FSR will also assist the PO with tracking vehicle readiness, critical parts, and systemic issues. By performing these functions, the FSR will become the POs eyes and ears in the field. To perform this function, reliable communications between the FSR and the PO is essential. Depending on where the unit is deployed, the FSR may have to operate in the same conditions as the supported unit. It is advisable to select personnel who can live and function in these kinds of conditions for extended periods.

C.26.1 Management:

C.26.1.1 The contractor shall ensure that all contractor employees will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, safety, and unit cohesion.

C.26.1.2 The contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Department of Army and Department of Defense directives, policies, and procedures, as well as federal statues, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Disputes will be resolved by the contracting officer.

C.26.1.3 The contractor shall take reasonable steps to ensure the good conduct of its employees.

C.26.1.4 The contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 22 of 41

PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

C.26.1.5 The contracting officer may direct the contractor to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

C.26.2 Accounting for Personnel:

C.26.2.1 The contractor shall report its employees, including third country nationals, entering and leaving the area of operations by name, citizenship, location, Social Security number (SSN) or other official identity document number.

C.26.2.2 The contractor shall report its employees in the area of operations by name and by location.

C.26.3 Logistics Support Element:

C.26.3.1 The contractor shall place all employees deploying to support this contract under administrative control of the designated Logistics Support Element.

C.26.3.2 The contracting officer or his/her representative (in coordination with the Logistics Support Element Commander) shall provide the contractor with all required reporting instructions and procedures.

C.26.4 Risk Assessment and Mitigation:

C.26.4.1 The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

C.26.4.2 The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

C.26.4.3 The contractor will conduct physical and medical evaluations of all its deployable employees to ensure that they are capable of enduring the rigors of deployment in support of a military operation.

C.26.4.4 The contractor will replace employees within five days or as directed by the contracting officer, if the employee departs an area of operations without permission.

C.26.4.5 The contractor will designate a point of contact for all of its plans and operations.

C.26.4.6 The contractor will establish a point of contact to plan and control contractor deployment process and resolve operational issues with the deployed force.

C.26.4.7 The contractor will prepare plans for support of military operations as required by contract or as directed by the contracting officer.

C.26.4.8 As required by the operational situation, the government will relocate contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations.

C.26.4.9 Orders to relocate can be handled as a change in the place of performance. Evacuation orders supercede contract provisions.

C.26.5 Funding:

C.26.5.1 The contractor will provide a cost estimate within 24 hours of a tasking by the contracting officer, or other time period as defined or determined by the contracting officer.

C.26.6 Force Protection

C.26.6.1 While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) civilians in the operations area.

C.26.7 Legal Assistance:

C.26.7.1 The contractor will ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills as well as with any necessary powers of attorney prior to deployment processing and/or deployment.

C.26.7.2 While contractor employees are processing for deployment at the CONUS Replacement Center (CRC) or deployed in the theater of operations, the government shall provide legal assistance in accordance with these conditions:

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

- a. The legal assistance is in accordance with applicable international or host nation agreements.
- b. The legal assistance is limited and ministerial in nature (for example, witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to powers of attorney and advanced medical directives), and help retaining non-DoD civilian attorneys.
- C.26.8 Central Processing and Departure Point:
- C.26.8.1 The U.S. Government (USG) is responsible for providing information on all requirements necessary for deployment. For any contractor employee determined by the government at the deployment processing site to be non-deployable, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided to meet the re-scheduled deployment timeline as determined by the contracting officer.
- C.26.8.2 The contracting officer shall identify to the contractor all required mission training and the location of the required training.
- C.26.8.3 The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.
- C.26.8.4 The government shall inform the contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards.
- C.26.8.5 The government shall provide the contractor employees with CDE familiarization training commensurate with the training provided to Department of Defense civilian employees.
- C.26.8.6 The contractor will provide chemical defense equipment and training for dependents, who accompany its employees to designated high threat countries and other areas of operations as designated by the contracting officer.
- C.26.9 Standard Identification Cards:
- C.26.9.1 The contracting officer shall identify to the contractor all identification cards and tags required for deployment.
- C.26.9.2 The contracting officer shall inform the contractor where the identification cards and tags are to be issued.
- C.26.9.3 The contracting officer shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.
- C.26.9.4 The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.
- C.26.9.5 Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.
- C.26.10 Medical Processing and Screening:
- C.26.10.1 The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.
- C.26.10.2 The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.
- C.26.10.3 The government may require medical screening at the CONUS Replacement Center to include DNA sampling and immunizations for Contractors deploying OCONUS.
- C.26.10.4 For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied for the specific employee in question, a replacement, having equivalent qualifications and skills, shall be provided as determined by the contracting officer.
- C.26.10.5 Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.
- C.26.11 Clothing and Equipment Issue:
- C.26.11.1 The contractor shall ensure that contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the statement of work. (Clothing should be distinctive and unique

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

and not imply that the contractor is a military member, while at the same time not adversely affecting the governments tactical position in the field.)

C.26.11.2 The government shall provide to the contractor all required military unique organizational clothing and individual equipment. (Types of organizational clothing and individual equipment may include Nuclear, Biological, and Chemical defensive equipment.)

C.26.11.3 The contracting officer shall identify to the contractor the organizational clothing and individual equipment issue point and issue items.

C.26.11.4 Upon receipt of organizational clothing and individual equipment, the contractor shall assume responsibility and accountability for these items.

C.26.11.5 The contractor or contractor employee shall sign for all issued organizational clothing and individual equipment, thus, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.

C.26.11.6 The contractor shall ensure that all issued organizational clothing and individual equipment is returned to the government. Upon return of organizational clothing and individual equipment to the government, the contractor shall be responsible for requesting, maintaining, and providing to the contracting officer documentation demonstrating the return of issued organizational clothing and individual equipment to government control.

C.26.11.7 The contracting officer will require the contractor to reimburse the government for organizational clothing and individual equipment lost or damaged due to contractor negligence.

C.26.12. Weapons and Training

C.26.12.1 The government may choose to issue weapons for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with the rules of engagement. Also when accepted, only military issued ammunition may be used in the weapon.

C.26.12.2 Prior to issuing any weapons to contractor employees, the government shall provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees.

C.26.12.3 The contractor shall ensure that its employees adhere to all guidance and orders issued by the theater Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition.

C.26.12.4 Upon redeployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.

C.26.12.5 Contractors will screen employees to ensure that employees can be issued a weapon in accordance with U.S. law (e.g., no felony conviction for any reason and no misdemeanor conviction for spousal abuse) or applicable host nation laws. Evidence of screening will be presented to the contracting officer.

C.26.13 Vehicle and Equipment Operation

C.26.13.1 The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

C.26.13.2 Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the contracting officer or his/her representative.

C.26.13.3 The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

C.26.14 Passports, Visas and Customs

C.26.14.1 The contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer for contractor employees.

C.26.14.2 All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.

C.26.14.3 The contracting officer will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of contractor employees.

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

C.26.14.4 Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

C.26.15 Reception, Staging, Onward Movement and Integration (RSO&I):

C.26.15.1 Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative.

C.26.15.2 The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as: MILSTAMP, etc., for safety, packaging, tie-down, etc.
Living Under Field Conditions

C.26.16 Status of Forces Agreement:

C.26.16.1 After having consulted with the serving legal office, the contracting officer shall advise the contractor on all applicable Status of Forces Agreements (SOFA) and other similar related agreements, and provide copies upon request.

C.26.16.2 The contractor is responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs, and similar agreements.

C.26.16.3 The contractor shall adhere to all relevant provisions of applicable Status of Forces Agreements (SOFA) and other similar related agreements.

C.26.16.4 The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

C.26.17 Tour of Duty/Hours of Work:

C.26.17.1 The contracting officer shall provide the contractor with the anticipated duration of the deployment.

C.26.17.2 The contractor may rotate contractor employees into and out of the theater upon reaching a mutually agreeable solution to personnel changes with the Government provided there is not degradation in mission.

C.26.17.3 The contracting officer shall provide the contractor with the anticipated daily or weekly work schedule.

C.26.17.4 The contractor shall comply with all duty hours and tours of duty identified by the contracting officer.

C.26.17.5 The contracting officer may modify the work schedule to ensure the governments ability to continue to execute its mission.

C.26.18 On-Call Duty:

C.26.18.1 The contractor shall be reasonably available to work on-call during other than regular hours to perform high priority tasks.

C.26.19 Next of Kin Notification:

C.26.19.1 Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the contracting officers representative or the designated government official.

C.26.20 Redeployment:

C.26.20.1 Upon notification of redeployment, the contracting officer shall authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual deployment site.

C.26.20.2 The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractors employees are returned to government control upon completion of the deployment.

C.26.20.3 The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

C.26.21 Purchasing Resources: When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operation.

C.27 Contingency Operations:

C.27.1 The contractor shall support government led IPTs and attend meetings focused on reduced response time to requests for spare

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 26 of 41
	PIIN/SIIN W56HZV-07-C-0256	MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

parts/components/assemblies and/or support services related to OCONUS Army and USMC deployments for wartime and post-war reconstruction operations. The contractor shall participate in activities to identify alternative strategies, return vehicles to FMC status, develop plans to support go to war or deployment activities, surge planning, identifying and ensuring component vehicle availability and/or repair, vendor participation in deployment activities, OCONUS FSR support strategies, and CONUS support to the OCONUS FSR activities. Customers include US Army and USMC units, TACOM (PMO and CBU) and DLA. Contingency operations shall be a joint effort between the USG, BAE, and the system supplier base.

C.27.2 Upon notification by the PCO, the contractor shall divert production/STS/contractor owned /PM owned assets to provide critical contingency operations part support. In the event assets are diverted, and upon concurrence by the PCO that the diverted assets should be backfilled, the contractor shall reprocur the part(s) in order to backfill production, STS, or PM owned stock.

C.27.3 The contractor shall at the request of the Government provide critical parts which are not available through the inventory or diversion of assets at BAE Systems.

C.27.4 The contractor shall establish a tracking system to ensure that the diverted or surged assets are identified , the impacts captured, actions taken are documented and parts replacement/backfill are ordered. A copy of the report from that tracking system will be provided to the IPT members upon request.

C.27.5 The contractor shall package and ship vehicles or parts as directed by the PCO. The contractor shall provide the expedited shipment, coordinating the mode of transportation and point of embarkation with the PMO. Transportation costs to accomplish the shipment would be chargeable to the applicable work directive.

C.27.6 The contractor shall ensure all activities in preparation for deployment of OCONUS FSRs in support of contingency operation are completed in time to support the OCONUS deployment. All such activities (e.g., training, vaccinations, visa application or travel with the United States) up to the point of actual deployment overseas will be covered by an appropriate contingency operations work directive. Once the FSRs are deployed, CONUS activities (labor/materials/ODCs) that are undertaken in support of these OCONUS FSR efforts will be covered by an appropriate contingency operations work directive. Once deployed, OCONUS FSR effort shall be in accordance with C.27 and will be covered by a separate work directive.

C.27.7 If contingency operations delay vehicle fieldings, vehicles will be stored at BAE Systems for an unknown period of time. The contractor shall perform cyclic maintenance on stored vehicles as specified in the Final Inspection Record (FIR). Costs to accomplish this effort would be chargeable to the applicable work directive.

C.27.8 In the event that contingency operations cause a disruption or break in vehicle production deliveries (e.g., FY02 vehicles), the contractor shall submit a proposal for equitable adjustment of the unit price of the undelivered production vehicles.

*** END OF NARRATIVE C0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 27 of 41****PIIN/SIIN** W56HZV-07-C-0256**MOD/AMD** P00005**Name of Offeror or Contractor:** BAE SYSTEMS LAND & ARMAMENTS INC.

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKAGING AND MARKING-DATA:

D.1.1 All software and data required for delivery under this contract shall be packaged in accordance with standard commercial practice to assure arrival at destination without damage or loss.

D.1.2 Software and data shall be marked with the name and address of the receiving office, content and contract number

D.1.3 All hardware to be delivered under this Contract shall have delivery instructions included in the work directive authorizing procurement, or by PCO or COTR direction.

*** END OF NARRATIVE D0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 28 of 41

PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

SECTION E - INSPECTION AND ACCEPTANCE

SECTION E - INSPECTION AND ACCEPTANCE (Continued)

The following Inspection and Acceptance paragraphs (E.1 through E.13) apply to the M88 FOV

E.1 Ballistic Testing:

Unless prior approval has been granted by the Government for ballistic first article testing of base materials, joint configurations (H-plates) or welding procedures employed in the manufacture of the HERCULES, all newly developed or changed ballistic armor concepts employed on the M88 FOV will require full first article ballistic testing. Prior to production any conditions not meeting prior qualification requirements or ballistic testing of base material and joint configuration must be identified and qualified by the contractors.

a. In addition to inspection requirements set forth in applicable drawings and/or specifications, the specification(s) indicated below shall apply to this contract:

(X)	MIL-A-46100	Armor Plate Steel Wrought High Hardness
(X)	MIL-HDBK-1941	Metal-Arc Welding of Homogenous Armor
(X)	MIL-A-12560	Armor Plate, Steel, Wrought Homogenous (Class I only)
(X)	MIL-DTL-11352	Block, Vision, Bullet-Resistant
(X)	MIL-A-11356	Armor Steel Cast Homogenous Combat Vehicle Type (Class I)

b. Ballistic testing requirement set forth above and contained in applicable Technical Data Package drawings or specifications will require ballistic testing unless specifically waived by the Government. Prior to production and during production, if required by specification, the quantity of test samples required by any of the above specifications shall be accomplished by test data required by individual specification. The test data shall include:

1. Declared chemical analysis and chemical analysis results representing material for test (when required by specification)
2. Mechanical Properties Test Results (if required by specification).
3. Charpy Impact Test results representing material for test (if required by specification).
4. Brinnel or Rockwell hardness test results representing material for test (if hardness values are required by specification)
5. Radiographic Inspection Record to include data required by ASTM-E1742, including marking and acceptance requirement, (if Radiographic Inspection is required by the specification).

c. Test Plates related to qualification of weld procedure or weld repair procedure shall be accompanied by data to include information required by format of specification and shall also identify position of welding (If Ballistic Qualification of Weld Procedure is required by specification).

d. Items to be tested shall be marked to include all marking requirements of the individual specification. The test item(s) must be identified by part number.

e. The part number or part numbers represented by the test item(s) must be identified. The test data for wrought material can be annotated on STA form 3983 (which can be obtained from TACOM, ATTN: AMSTA-QT), or the Contractor may use its own form to supply required data. The required annotated data shall accompany test samples and shall be forwarded to :

Transportation Officer
APG Bldg. 691
ATTN: CSTE-DTC-AT-SL-V
Aberdeen Proving Ground, MD 21005-5059

f. One copy of annotated data described in paragraph e. above, not to include test samples, shall be forwarded to:

Commander
U.S. Army TACOM LCMC
ATTN: PM HBCT Quality Assurance
Warren, MI 48397-5000

This copy of the annotated data shall bear signature of the Government Quality Assurance Representative (QAR) at the Contractor's facility, verifying the accuracy of the data.

g. At least 60 days prior to shipment of ballistic test samples, the Contractor shall forward written notification, advising of the approximate shipment date and providing the information outlined below, to the PCO, ACO and AMSTA-QLP (TACOM). Information

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

furnished by the Contractor in its written notification shall include:

1. Name of the Contractor, and the applicable Contract number,
2. Specification number and revision,
3. Heat number or lot number (if applicable),
4. The unit weight and dimensions of the sample(s) being furnished,
5. The manufacturer of the basic material (steel, aluminum, etc.)
6. The number of test samples being furnished, and their aggregate weight, and
7. Part number.
8. Purpose for vehicle material is to be tested, such as first article preproduction qualification or preproduction lot qualification.

h. Unless otherwise provided by the applicable drawing, specification, or contractual clause, a minimum of one ballistic test specimen shall be prepared for each material thickness, joint design, configuration, and weld procedure.

i. The Government shall be responsible for the testing. The Contractor shall be responsible for the transportation costs for shipping test samples to and from the test site.

E.2 Tailoring of Ballistic Testing Requirements for MIL-A-11356F:

The following is applicable to MIL-A-11356 as referenced in paragraph E.2.

E.2.1 The front cover (nose piece) shall be casted from armor steel casing in accordance with the requirements of MIL-A-11356 Rev F, Class I with the following exceptions:

(a) Chemical Composition: The chemical composition of the heat shall be:

ELEMENT	RANGE (wt.%)
Carbon	.30 Max
Manganese	.80-1.30
Phosphorous	.02 Max +
Sulfur	.02 Max +
Silicon	.20-.70
Nickel	.80-1.30
Chromium	.70-1.00
Molybdenum	.30-.50
All others	.10 Max
+ .035 Max combined	

(b) Heat Treating: The casting shall be heat treated by normalizing, quenching and tempering. Minimum tempering temperature shall be 800F. Maximum decarburization after heat treating shall be .06 in. The depth of decarburization shall be determined by making a microhardness traverse using at least 250X magnification and recording hardness versus depth below the surface. The boundary of the decarburization shall be at the depth of which the hardness rises to the equivalent of 20 points Knoop below the core hardness. In addition, the microhardness and microstructure shall show no evidence of carburization or nitriding. The traverse shall show no evidence of increased hardness at the surface as indicated by 20 points Knoop or equivalent above the core hardness.

(c) Testing:

1. Ballistic Testing: A 12 inch by 36 inch test plate of the same thickness, material, and heat treatment will be used for ballistic testing in lieu of the first production casting. Ballistic acceptance of first article is not required. Foundry qualification for thicknesses up to 1.25 inches is required.

2. Brinell Hardness (BHN) and Charpy-V-Notch (CVN) Testing: BHN and CVN shall be determined for a 9 inch by 9 inch by 2.5 inch block cast from the same heat and tack welded to a casting during heat treatment. BHN shall be a 285-331. CVN shall be per Table III of MIL-A-11356 Rev F.

(d) Radiographic Inspection: Radiographic inspection shall be in accordance with ASTM-E1742 and to MIL-HDBK-1265, Class 3, Grade E and Radiographic position chart drawing 8764591. Frequency of inspection shall be 1 in 30. In lieu of MIL-A-11356 Rev F, Paragraph 4.6.2.6.2, substitute Paragraph 4.6.2.6 and 6.6 of MIL-STD-11356 Rev E. Radiographs to be compared to reference radiographs in ASTM E186.

(e) Magnetic Particle Inspection: All castings shall be magnetic particle inspected over 100% of their surface in accordance with ASTM E1444. Accept/reject criteria shall be per ASTM E125 and the following:

- | | |
|-----------------------|------------------|
| a. Linear Indications | IA, IB, IC |
| b. Shrinkage | II-1, II-2, II-3 |
| c. Inclusions | III-1, III-2 |

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 30 of 41
	PIIN/SIIN W56HZV-07-C-0256	MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

- d. Unfused Chaplets IV-1
- e. Porosity V-1

The appearance of more than one type of discontinuity at the maximum acceptable severity level in any 6 inch by 6 inch area shall be cause for rejection.

E.2.2 The following exceptions shall apply to the front cover (nose piece), hull, APU cover and engine deck castings:

(a) Discontinuities in machined surfaces: Discontinuities uncovered during machining shall be evaluated to the same acceptance radiographic criteria as the casting with the following exceptions:

1. Indications of 1/8 inch or less shall be considered nonrelavent regardless of location or number.
2. Discontinuities which are less than or equal to Table I will not be repaired.
3. Discontinuities which exceed the requirements of Table I but are less than or equal to the requirements of MIL-HDBK-1265, Class 3, Grade E will be evaluated by the Contractor (Quality Engineer, Production Engineer, or NDT level III Inspector) for disposition, with concurrence of the designated Government representative.
4. Discontinuities which exceed the requirements of MIL-HDBK-1265, Class 3, Grade E shall be repaired IAW approved weld procedures.
5. If the distance between two or more individual discontinuities is less than two times the dimension of the largest discontinuity, they will be grouped together and evaluated as one discontinuity. This distance shall be measured between contiguous approach of contiguous discontinuities. The total area encompassing the grouped discontinuities shall not exceed the acceptance criteria of Table I.
6. Any crack that is discovered after machining is caused for rejection. Caution must be exercised when evaluating surfaces for cracks because other indications such as shrinkage may at first appear to be cracks.
7. Where there is difficulty interpreting the type of discontinuity the area in question shall be repaired in accordance with approved welding procedures.

TABLE I - Acceptance criteria for machined surfaces of castings

DISCONTINUITY TYPE	MAXIMUM ALLOWABLE SIZE
Round	T/5 not to exceed 1/2 inch
Linear	T/2 not to exceed 1 inch

(T is the thickness of the casting at that location)

(b) Surface Texture and Surface Discontinuities: The degree of acceptable surface roughness shall be by comparison to Steel Castings Research and Trade Association (SCRATA) comparator blocks in accordance with ASTM A802. Surface quality levels shall be carried out on the finished casting after shot blasting. Acceptance levels shall be as follows:

NOMENCLATURE	ACCEPTANCE LEVEL
1. Surface Texture	A3
2. Nonmetallic Inclusions	B4
3. Gas Porosity	C3
4. Fusion Discontinuities	D2
5. Expansion Discontinuities	E3
6. Inserts	F1
7. Metal Removal Marks (Thermal Dressing)	G2
8. Metal Removal Marks (Mechanical Dressing)	H4
9. Metal Removal Marks (Weld Indications)	J2

(c) Marking: Cast or metal stamp in accordance with MIL-STD-130. All castings to be sequentially serialized.

(d) Weld Repair:

Weld repairs for the front cover (nose piece) shall comply with Table B3.3 of TACOM/UDLP Weld Code (SPI ARZ019). Weld repairs for the hull, APU cover and engine deck shall comply with Table B3.3 of TACOM/UDLP Weld Code (SPI ARZ 019). Radiographic frequency of inspection shall be 1 in 30. Radiographs shall be accepted by comparison to ASTM E390, vol. II Reference Radiographs. Severity shall be graded for 2 inch thickness.

(e) 6.0 Lot Definition: Add to Paragraph 4.3 of MIL-A-11356 Rev F, "When two or more melts are combined in a single ladle, the ladle charge shall be considered a single melt.

E.3 Radiographic Inspection TACOM (QR3601) (OCT 1980):

Radiographic inspection of production steel castings as required by applicable drawings and/or specifications shall be accomplished as follows:

- a. Operators and radiographic equipment shall be qualified in accordance with specification ASTM-E1742, prior to radiography of

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

production casting.

- b. The first casting shall be radiographed in all routine and random positions described on the position chart.
- c. Subsequent castings shall be radiographed in those areas that were defective in the immediately preceding castings, until compliance with the required standard has been obtained. Objective evidence shall be provided by the producer that corrective action has been taken to eliminate the deficiency.
- d. All rejectable areas may be repaired in accordance with an approved and qualified repair procedure (when required by applicable specification), and must meet the standard specified on applicable position chart. The producer retains the prerogative of repairing or scrapping defective material.
- e. After above requirements have been accomplished, normal sampling shall be applied.
- f. Normal sampling shall consist of radiographing one control casting selected by the Government Quality Assurance Representative, out of each thirty produced.
- g. All routine and random positions shall be radiographed on each control casting except when total exceeds the established number of radiographs that can be taken in a normal eight hour day. When the total number of positions to be radiographed on a control casting exceeds the maximum capability of facilities, random position shall be selected for radiography by the Government Quality Assurance Representative and rotated in such a manner that complete coverage is achieved within a cycle of five castings radiographed.
- h. The occurrence of a rejected defect in any area on a casting shall require the radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.
- i. If the results of radiographic inspection on ten consecutive lots of material indicate that a satisfactory uniform product meeting the soundness requirements is being produced, the amount of radiographic testing may be reduced in accordance with a system established by the Contractor and approved by the Procuring Contracting Officer.
- j. The occurrence of a rejectable defect in any area on a casting shall require return to normal sampling and the radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.
- k. This requirement is NOT applicable for items provided as Government Furnished Material under this contract.
- l. In those instances where non-destructive testing/inspection is required by drawing or specification requirements, the design and execution of non-destructive testing/inspection shall be preformed by personnel trained and certified in accordance with SPI ARZ 019.

E.4 Hardware Inspection Point: Origin:

E.4.1 The inspection point for STS deliverables under this contract is origin. This includes inspection of material, subsystems, incorporated ECPs, and components which the Government deems necessary.

E.4.2 The Inspection actions may be taken at such times and places, including any stage in the manufacturing process at any contractor or subcontractor plant, as may be necessary to determine conformance to contract requirements.

E.4.3 Such inspections do not relieve the Contractor of any responsibilities under this contract and do not establish any contractual relationship between the Government and the supplier.

E.5 Surveillance:

Authorized Government representatives shall have the right to survey the Contractor's facilities, inspect products, witness inspections and tests, and evaluate the Quality Program at all reasonable times. Surveillance may extend from the Contractor sources of supply to the shipping of product. Examinations and/or tests required to be performed by the Contractor shall be subject to Government surveillance.

E.6 Mismarked Grade 8.0 Fasteners:

E.6.1 This clause is applicable only when the use of Grade 8.0 Fasteners is specified in the Technical Data Package.

E.6.2 There have been instances of Grade 8.2 fasteners having been erroneously marked by producers as Grade 8.0. For the purpose of this acquisition, Grade 8.2 fasteners are not an acceptable substitute for Grade 8.0 fasteners. The Contractor is responsible for insuring that all hardware meets the specifications of the Technical Data Package. Mismarking of fasteners by subcontractors does not relieve the Contractor of this responsibility.

E.7 Care and Storage of Vehicles:

In the event the Government does not elect to ship "conditionally accepted" or "final accepted" vehicles, the contractor shall be responsible for the care, storage, exercise and maintenance of the vehicle. To assure the vehicles remain in acceptable condition, the Contractor shall utilize the M88A2 HERCULES storage requirements as specified in the M88A2 HERCULES Final Inspection Record (FIR), Appendix A, M88A2 HERCULES Storage and Maintenance Plan.

E.8 Welding Symbols - Clarification of Groove Welding Symbol:

Welding symbols shall be interpreted in accordance with AWS A2.4, except in the case of groove welds. If an effective throat is not specified, the dimension to the left of the groove welding symbol shall be interpreted to mean both depth of preparation and effective throat.

E.9 Weld Spatter:

The Contractor shall verify that any loose weld spatter is removed prior to painting.

E.10 Inspection of Painting:

E.10.1 All rubber components except for those referenced in E.10.2 below, shall be masked during the painting process. Incidental over spray is acceptable.

E.10.2 Paint applied over hard rubber externally mounted parts, such as road wheels, stops, track, etc, shall be permitted to have splits, peeling, cracking, or other imperfections caused by the application of CARC paint on rubber.

E.10.3 All accessible areas shall be painted like that color. Accessible areas are areas that do not require removal or disassembly to be painted. However, accessible areas do include the backside or behind parts that move or open. (i.e. hatches, doors, boom and spade backside). Exterior brackets shall be painted like that color. The inside of roadwheels and the vehicle bottom shall be painted like that color. Paint adhesion requirements are to be met. The paint inspection requirements of paragraph E.16.1 shall apply.

E.11 Engine Component Reliability Test:

The contractor shall perform Component Reliability Testing (CRT) hwne specified in the work directive. This testing will confirm the performance on the engine through a thirty hour endurance test as specified below, using JP-8 fuel with the fuel at a temperature of between 100 and 140 degrees F. Engine speeds (RPM) are +/- 25 unless otherwise defined.

Run #	Time in minutes*	Control Arm Power Setting	Speed (RPM)
1	30	0% (minimum)	825 to 875 **
2	120	100% (full)	2400
3	30	50%	2000
4	60	100% (full)	1800
5	120 ***	5 minutes @ 0%	825 to 875 **
		5 minutes @ 100%	2400
6	30	50%	1800
7	30	0% (minimum)	825 to 875 **
8	30	75% (1400 lb-ft)	on governor
9	120	100% (full)	2000
10	30	50%	1440

* Repeat 10 hour cycle (runs 1 through 10) three times to accomplish the 30 hour test cycle
 ** The low idle speed used during this test cycle may be increased to between 900 RPM and 950 RPM, if required, to avoid test cell equipment induced torsional vibration damage to the engine.
 *** Alternate 5 minutes @ minimum, then 5 minutes @ full, for 120 minutes. The time to throttle control is less than 3 seconds.

E.12 Single Process Initiatives (SPIs):

The following SPIs (approved by the TACOM/BAE Systems Partnering Council) are incorporated by reference:

SPI #	Effectivity	Title	Description
AR2001	6/6/96	C=0 Sampling Plan	C=0 Sampling Plan (as a replacement for MIL-STD-105E).

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 33 of 41

PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

ARZ003	9/27/96	Paint - Reduced Lot Testing/Reuse of Test Panels	Coating weight test specimens require by DOD-P-16232 and TT-C-490 may be reused provided that they are abrasive blasted and the corresponding production parts are also blasted. Lot size for salt spray testing per MIL-C-53072 is to be defined within the contractor's procedures based on historical quality performance.
ARZ004	10/3/96	MIL-STD-130 Part Marking	The application of MIL-STD-130 Part Marking as required by the technical data has been waived with the following exceptions: a) spare parts, b) serialized items, c) hydraulic hoses, tubes, and wiring harnesses.
ARZ005	10/4/96	Paint Acceptance Criteria	Workmanship standard and/or contract language to standardize paint requirements and acceptance criteria across contracts (standardize non skid VOC free paint and increase camouflage transition zones to +/-2").
ARZ006	10/17/96	Correction to Mods ARZ002 and ARZ005	ARZ002 - Corrections to classification of costs savings/avoidance and adds three SPI's for HERCULES contract DAAE07-94-C-0429 with respect to (1) receiving and source inspection, (2) cyclical supplier audits, and (3) supplier weld procedure review and approval. ARZ005 - Added three more contracts affected by this mod.
ARZ007	10/31/96	Raw Materials Acquisition	To allow UDLP to make raw material substitutions as required without seeking formal approval for each change to optimize material procurements and reduce costs associated with the raw material change process.
ARZ008	10/31/96	Approved Engineering Changes	Allow the contractor to incorporate U.S. Government approved engineering change actions as needed to maintain commonality across all vehicles/contracts at no cost to the Government.
ARZ009	10/31/96	Eliminating Detailed Packaging Development for Depot Level Expendable Items	Eliminate packaging development for depot-level expendable parts. Only weight and cube data will be completed for these items to facilitate just-in-time shipment planning. This change covers items with SMR codes P_DZZ.
ARZ010	11/5/96	Incorporate omitted contract language from mod ARZ008.	Add contract number DAAE20-95-C-0176 to the mod and changes to contract language.
ARZ011	8/25/97	Aluminum Welding Code	Creation of a welding code based on: 1) AWS structural welding code - Aluminum, 2) recently canceled military welding specifications and standards, and 3) UDLP specifications and standards.
ARZ012	8/27/97	Submit Interim Vouchers	Issued to revise billing procedures to allow the contractor to submit interim public bureau vouchers directly to the paying office.
ARZ013	1/8/98	Replacement of Environmentally Unfriendly Paint Requirements	Where casting drawings specify Red Oxide Primer TT-P-664, replace with Devran #720. Prior to finishing or welding, the Devran #720 shall be removed. Replace Carbomastic #15 with 5-7 mils of Devran #122UD (high solids paint) on Bradley vehicles.
ARZ014	4/14/98	Modification Mechanism for Previously Approved SPIs	The purpose of this modification is to adopt and incorporate into each of the listed 7 SPIs mods and mechanism by which the identified SPI processes can be amended. (ARZ0001, ARZ0002, ARZ0003, ARZ0004, ARZ0005, ARZ0011, ARZ0013)
ARZ015	6/16/98	Aluminum Welding Repair Procedures	Eliminate the 51 existing standard aluminum welding repair procedures and replace with one document which incorporates best practices and guidance from the UDLP/TACOM Aluminum Welding Code.
ARZ016	7/14/98	Correction to Mod ARZ015	Incorporates missing language and corrects incorrect language to SPI MOD ARZ015, Aluminum Weld Repair Procedures.
ARZ017	11/12/98	Supplier Approval	Addresses approval of new and existing suppliers with a Quality Rating of 95% or higher based on third party registration rather than On-site

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 34 of 41

PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

system assessment.

ARZ018	3/3/99	Commercial Control Practices	Addressed use of commercial practices for the control, inventory, and disposition of Special Tooling, Special Test Equipment and Plant Equipment for individual item values of \$1,500 or less.
ARZ019	3/29/99	Steel Welding Code	Creates a unified steel weld code and creates standard procedures for the steel weld code.
ARZ020	3/25/99	Certified MRB Process	Allows for the preparaton and review/approval of all MRB actions to be delegated to specific UDLP personnel who have been certified.
ARZ021	8/18/99	Modification to ARZ018	Modifies SPI MOD ARZ018 by raising the Low Value Property threshold from \$1,500 to \$5,000.
ARZ022	9/18/03	Direct Metal to Paint	Eliminates the application of chromate chemical conversion coatings and chromate wash primers to both aluminum and steel vehicle structures and apply CARC paint directly to metal substrate. Impact to DAAE07-01-C-N030 is \$2,293 contract reduction.
ARZ998	2/27/02	Change DCMA Name	Change the administration office from DCMA United Defense L.P. to DCMA Central Pennsylvania, UDLP Office.

E.13 First Article Testing (Contractor - Component Level Within Vehicle System):

Component First Article or Initial Production/Production Qualification tests specified within the technical data package are not required. Additional component testing may be considered if any of the following conditions occur:

- (i) A major (Class I ECP) change in design
- (ii) A major change in the manufacturing process such that it no longer represents the process that previously produced the item
- (iii) A change in supplier and/or manufacturing location

If any of the above conditions occur, the Contractor shall contact the Contracting Officer so that a joint determination can be made concerning the need for and scope of additional testing. The responsibility for funding additional testing will be mutually agreed upon based on the circumstances that effected the change.

*** END OF NARRATIVE E0001 ***

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

SECTION F - DELIVERIES OR PERFORMANCE

SECTION F DELIVERIES OR PERFORMANCE (Continued)

F.1 DATA DELIVERY SCHEDULE

All data deliverables required by this contract shall be delivered in accordance with the quantities and schedules specified in the CDRL, Exhibit A of the contract. All data deliveries shall be F.O.B. destination.

F.2 ADDRESSES FOR CONTRACT DATA REQUIREMENTS LIST SUBMITTAL

F.2.1 ADDRESSES FOR CONTRACT DATA REQUIREMENTS LIST SUBMITTAL FOR THE M88 FOV:

<u>CDRL BLOCK 14</u> <u>OFFICE SYMBOL</u>	<u>MAILING ADDRESS</u>
PMO	Commander US Army TACOM LCMC ATTN: SPAE-GCS-HBCT-C Warren, MI 48397-5000
ACO	Defense Contract Management Agency BAE Systems York P.O. Box 15512 York, PA 17405-1512
TPF	Material Fielding Team HERCULES SUPPORT TEAM (HST) ATTN: Wayne Rettig Bldg. 1956 Corner of North & Hood Ft. Hood, TX 76544-5066
TARDEC	AMSTA-TR-E/RECV ATTN: Glen Dykas
Hvy Armor, Arty & Rcvy Gp	AMSTA-LC-GAF ATTN: Kathy Stys
CASCOM	Director, Training Directorate New Systems Training Office ATTN: ATCL-AS (Joe Branthooper) 801 Lee Ave. Ft. Lee, VA 23801-1713
MARCORSYSCOM	Commander Marine Corps Systems Command 2033 Barnett Ave, Suite 315 Quantico, VA 22134-5010 ATTN: Project Officer, HERCULES Recovery Vehicle
MCLB Albany	Commander (DODAAC: M99933) Marine Corps Logistics Base Lifecycle Management Center ATTN: Code 833-3 Ordnance Tank Branch 814 Radford Blvd Ste-20320 Albany, GA 31704-0320

F.2.2 ADDRESSES FOR CONTRACT DATA REQUIREMENTS LIST SUBMITTAL FOR THE M109/M992 FOV:

<u>CDRL BLOCK 14</u> <u>OFFICE SYMBOL</u>	<u>MAILING ADDRESS</u>
PMO	TBD
ACO	TBD

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 36 of 41****PIIN/SIIN** W56HZV-07-C-0256**MOD/AMD** P00005**Name of Offeror or Contractor:** BAE SYSTEMS LAND & ARMAMENTS INC.

TPF	TBD
TARDEC	AMSTA-TAR-E ATTN: Gerry Schuetz (Email: Gerald.Schuetz@us.army.mil)
CASCOM	TBD
MCLB Albany	TBD

F.3 PERFORMANCE PERIOD

All effort required by this contract shall be completed by 31 December 2013.

*** END OF NARRATIVE F0001 ***

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0006AA	7276P03272 31202072010 A17P30102R72	AF	1 7ZGG10	\$	0.00	\$	199,801.00	\$	199,801.00
0006AB	7276P03172 31202072010 A17P30102R72	AF	1 7ZGG10	\$	0.00	\$	1,136,792.00	\$	1,136,792.00
0006AC	7276P03972 31202072010 A17P30102R72	AF	1 7ZGG10	\$	0.00	\$	9,384,820.00	\$	9,384,820.00
					NET CHANGE	\$	10,721,413.00		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AF	21 72033000075R5R03P31202031E9 S20113	W56HZV	\$ 10,721,413.00
				NET CHANGE \$ 10,721,413.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 1,034,484.00	\$ 10,721,413.00	\$ 11,755,897.00

ACRN	EDI ACCOUNTING CLASSIFICATION	Status	Regulatory Cite	Title	Date
AF	21 070920330000 S20113 75R5R033120207201031E9 7ZGG10S20113 W56HZV	G-1	CHANGED 52.242-4016	COMMUNICATIONS	MAY/2000

Communications on technical matters shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

For the M88 FOV:

Name: Jared Wysocki
Email: jared.wysocki@us.army.mil

For the M109/M992:

Name: Shu-To Lee
Email: shuto.lee@us.army.mil

Alternate COTR:

Name: Duane Smith
Email: duane.smith@us.army.mil

For the M9 ACE:

COTR: Jaqdish Bajwa
Email: jack.bajwa@us.amy.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Richard Verbit

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 38 of 41****PIIN/SIIN** W56HZV-07-C-0256**MOD/AMD** P00005**Name of Offeror or Contractor:** BAE SYSTEMS LAND & ARMAMENTS INC.

Email: richard.verbit@dema.mil

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

SECTION G CONTRACT ADMINISTRATION DATA (Continued)

G.1 Remittance Address for Contractor Payment:

The remittance address that shall be used for payment made to the contractor is as specified below:

BAE Systems
Ground Systems Division
P.O. Box 932661
Atlanta, GA 31193-2661

The Contractor shall submit invoices to the following address:

DFAS CO-JW (HQ0339)
West Entitlement
P.O. Box 182381
Columbus, OH 43218-2381

G.2 Release of Information:

The contractor shall ensure that he complies with the requirements of Chapter 9 of AR 360-5 dated 31 May 89, RELEASE OF INFORMATION BY MANUFACTURERS, RESEARCH ORGANIZATIONS, EDUCATIONAL INSTITUTIONS HOLDING ARMY CONTRACTS, AND OTHER COMMERCIAL ENTITIES prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of such information. A copy of AR 360-5 may be obtained from the Contracting Officer.

*** END OF NARRATIVE G0001 ***

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS (Continued)

H.1 Status of Funds on Cost Reimbursement Contracts/CLINs:

The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of which, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

H.2 Government Right to Furnish Property:

To assist the Contractor with logistic and maintenance requirements the Government will continue to provide vehicles under the following contracts:

DAAE07-01-C-N030
DAAE30-03-C-1003
DAAE07-01-C-M011
W56HZV-07-C-0096
DAAE07-02-C-T016

H.2.2 In addition to the Government furnished property, material and/or equipment described in the Attachment Government Furnished Equipment, the Government reserves the right to furnish to the Contractor other items of Government property, material and/or equipment or to increase the quantities in the attachment.

H.2.3 The Contractor shall promptly take action as the Contracting Officer may direct with respect to such additional property, material and/or equipment. In the event the Government exercises its right under this paragraph, the parties will agree to equitably adjust the Contract price and/or delivery schedule or performance dates in accordance with the procedures provided for in the Changes clause of this contract. The Contractor shall submit either a proposal for equitable adjustment or rationale for no equitable adjustment within thirty (3) days following the Contracting Officers notice of change. Failure to agree to an equitable adjustment shall be a dispute, concerning a question of fact with the meaning of the disputes clause.

H.2.4 All property furnished pursuant to this paragraph shall be subject to the provisions of the Government Property clause of this contract.

H.3 Variation in Configuration of ANAD Hulls:

Due to the variation in the configuration of hulls provided as GFM, the hull structure of vehicles tendered for acceptance may deviate from the approved HERCULES configuration as long as these configuration differences relative to the M88A2 manufacturing TDP meet the following criteria:

- (a) The configuration differences do not adversely effect the vehicle performance requirements as defined by the FIR.
- (b) The configuration differences are transparent to the soldier in terms of operation, maintenance and repair; i.e, no TM changes or special notifications/instructions to the field would be required to operate/maintain/repair the system.
- (c) All configuration differences or modifications will be annotated on the BAE Systems turnover traveler sheets, which are part of the final FIR. All such items require the review and approval of a BAE Systems and DCMA designated representative.

If the contractor elects to modify the hulls for those variations covered by (a) (c) above in order to conform with the HERCULES TDP, such modification shall be at the contractors expense and shall not be charged to the Government under a DGM claim.

H.4 Issue of Documents:

Unless specifically stated otherwise, all documents listed in this contract or otherwise incorporated into the contract by reference shall be the version of the document identified in the 15 October 2000 Defense Index of Specification and Standards (DODISS).

H.5 Use of Government Test Facilities:

Use of Government test facilities, equipment and personnel is authorized under this contract as a Government furnished service. An example of a Government test facility is ATC located at APG, MD. DoD rates apply for the Contractors use of these test facilities and

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 40 of 41**

PIIN/SIIN W56HZV-07-C-0256

MOD/AMD P00005

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

services in support of this contract.

H.6 Maintenance of the Facility Vehicles:

The contractor shall provide preventive maintenance for the government provided facility vehicles in accordance with the PMCS itemized in the operator's and unit level maintenance technical manuals. This effort will include providing all labor, materials (i.e. lubricants and paint) and service parts (i.e. filters) required to perform these preventive maintenance actions. Labor and parts for unscheduled maintenance and repair actions are not included in this effort.

H.7 Option Additional Hours:

H.7.1 For the M88 FOV, the Government shall have the option to increase the number of System Technical Support man-hours in one or more increments in support of this Contract by a maximum of 1,950,000 man-hours. The right to option hours shall expire 31 December 2011. There is no minimum number of man-hours that may be exercised.

H.7.2 For the M109/M992 and M9 ACE, the Government shall have the option to increase the number of System Technical Support man-hours in one or more increments in support of this contract by a maximum of 2,500,000 man-hours. The right to option hours shall expire 31 December 2011. There is no minimum number of man-hours that may be exercised.

H.8 Precontract Costs (STS-H-07-01):

The Government recognizes that due to the urgency of this program and in anticipation of the issuance of the contract, the contractor has or may have incurred costs since February 2007. Such costs, to a maximum amount of \$213,985.00, for labor, airfare, rental car and per diem costs in relation to the requirement for two (2) M88A1 Field Service Representatives (FSR) at Fort Riley, are allowable to the extent that they would have been allowable if incurred after the date of contract award.

H.9 Precontract Costs (STS-H-07-03):

The Government recognizes that due to the urgency of this program and in anticipation of the issuance of a contract modification, the contractor has or may have incurred costs since April 2007. Such costs, to a maximum amount of \$28,500.00, for labor and shipping/transportation costs in relation to the requirement for shipment and display of M88A2 HERCULES Vehicle S/N H0254 as part of Public Service Recognition Week & Joint Service Open House in Washington, D.C., are allowable to the extent that they would have been allowable if incurred after the date of contract modification award.

H.10 **Priority Rating:** A priority rating of DO-A4 is assigned to this contract and it is certified for National Defense use under DMS Regulation 1. The Contractor shall take all necessary actions to extend this rating to its suppliers or subcontractors where required.

H.11 **Use of Government Property and Facilities:** The Contractor based this contract price on rent-free use of property and facilities that were initially made available under other contracts (see below). The Government property and facilities are in the possession of the Contractor and subcontractors accountable under the below listed Government contracts. Rent-free, non-interference use of Government property accountable under those contracts is approved.

Contract:

DAAE07-01-C-M011 HBCT STS
DAAE07-01-C-N030 HERCULES STS and Production Contract
DAAE30-03-C-1003
W56HZV-07-C-0096
DAAE07-02-C-T016

*** END OF NARRATIVE H0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 41 of 41****PIIN/SIIN** W56HZV-07-C-0256**MOD/AMD** P00005**Name of Offeror or Contractor:** BAE SYSTEMS LAND & ARMAMENTS INC.

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)	20-FEB-2007	011	DATA

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM: M88 Family of Vehicles, M109/M992 Family Of Vehicles, M9 ACE	E. CONTRACT/PR NO.: W56HZV-07-C-0256	F. CONTRACTOR: BAE Systems

1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM: Conference Agenda
--------------------------	---

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) DI-ADMN-81249A	5. CONTRACT REFERENCE: C.1.4.1	6. REQUIRING OFFICE: PM HBCT
---	-----------------------------------	---------------------------------

7. DD250 REQ: No	8. APP CODE:	9. DIST. STATEMENT REQUIRED:	10. FREQUENCY: As Req
---------------------	--------------	------------------------------	--------------------------

11. AS OF DATE:	12. DATE OF FIRST SUB: N/A	13. DATE OF SUBS.SUB: N/A
-----------------	-------------------------------	------------------------------

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	PM HBCT		1	Reg 1
	MARCORSYSCOM			1
		15. TOTAL:	1	2

16. REMARKS:

Draft Agenda shall be provided two weeks (14 calendar days) prior to meeting for Government review. Final agenda to be provided seven (7) calendar days prior to meeting. Contractor format authorized.

1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM: Conference Minutes
--------------------------	--

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) DI-ADMN-81250A	5. CONTRACT REFERENCE: C.1.4.1	6. REQUIRING OFFICE: PM HBCT
---	-----------------------------------	---------------------------------

7. DD250 REQ: No	8. APP CODE:	9. DIST. STATEMENT REQUIRED:	10. FREQUENCY: As Req
---------------------	--------------	------------------------------	--------------------------

11. AS OF DATE:	12. DATE OF FIRST SUB: N/A	13. DATE OF SUBS.SUB: N/A
-----------------	-------------------------------	------------------------------

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
				Reg Repro

4. AUTHORITY (Dt of Acq Document No.) DI-CMAN-81253A
 5. CONTRACT REFERENCE: C.4.3.1
 6. REQUIRING OFFICE: PM-HBCT
 7. DD250 REQ: No
 8. APP CODE:
 9. DIST. STATEMENT REQUIRED:
 10. FREQUENCY: See BLK 16
 11. AS OF DATE: See BLK 16
 12. DATE OF FIRST SUB: See BLK 16
 13. DATE OF SUBS.SUB: See BLK 16
 14. DISTRIBUTION A. ADDRESSEES B. COPIES DRAFT FINAL
 Reg Repro
 PM-HBCT 1
 SFAE-GCS-CR-P
 AMSRD-AAR-AEW-S
 15. TOTAL: 1

16. REMARKS:
 Tailoring: On page one, paragraph 10.3, delete the words, "EAM tabulating cards." Deliver electronically with ERRs. Updates as required.

1. DATA ITEM NO. A010
 2. TITLE OF DATA ITEM: Drawing Numbers Assignment Report

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) DI-SESS-81011C
 5. CONTRACT REFERENCE: C.4.3.2
 6. REQUIRING OFFICE: AMSTA-TAR-E/HCV/LCV
 7. DD250 REQ: No
 8. APP CODE:
 9. DIST. STATEMENT REQUIRED:
 10. FREQUENCY: See BLK 16
 11. AS OF DATE: See BLK 16
 12. DATE OF FIRST SUB: See BLK 16
 13. DATE OF SUBS.SUB: See BLK 16
 14. DISTRIBUTION A. ADDRESSEES B. COPIES DRAFT FINAL
 Reg Repro
 AMSTA-TAR/E/HCV/LCV 1
 15. TOTAL: 1

16. REMARKS:
 Complete list of all drawings delivered 90 days before EOC is requested by Gov't. List of Government approved cage code only drawings delivered electronically 30 DAC and every 180 days thereafter.

1. DATA ITEM NO. A011
 2. TITLE OF DATA ITEM: Critical Safety Item, Characteristic and Critical Defect Report

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) DI-SAFT-80970A
 5. CONTRACT REFERENCE: C.6
 6. REQUIRING OFFICE: PM HBCT
 7. DD250 REQ: No
 8. APP CODE:
 9. DIST. STATEMENT REQUIRED:
 10. FREQUENCY: As Req

11. AS OF DATE: As Req	12. DATE OF FIRST SUB: As Req	13. DATE OF SUBS.SUB: As Req
14. DISTRIBUTION	A. ADDRESSEES	B. COPIES DRAFT FINAL
	PM HBCT	Reg Repro
	AMSTA-CM-PS	1
	MARCORSYSCOM	1
		1
		15. TOTAL: 3

16. REMARKS:
Update the HERCULES approved report as required.

1. DATA ITEM NO. A012	2. TITLE OF DATA ITEM: Hazardous Material Management Program Section G, Plan
--------------------------	---

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) NAS-411 (T)	5. CONTRACT REFERENCE: C.7	6. REQUIRING OFFICE: PM HBCT
7. DD250 REQ: No	8. APP CODE:	9. DIST. STATEMENT REQUIRED:
		10. FREQUENCY: As Req

11. AS OF DATE: As Req	12. DATE OF FIRST SUB: As Req	13. DATE OF SUBS.SUB: As Req
---------------------------	----------------------------------	---------------------------------

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES DRAFT FINAL
	PM HBCT	Reg Repro
	AMSTA-CM-PS	1
	AMSTA-TR-E/MEPS	1
	DCMA - York	1
	MARCORSYSCOM	1
	Pam Khabra, AMSTA-TARE-E/ME (parminder.khabra@us.army.mil)	1
		15. TOTAL: 5

16. REMARKS:
Update the plan approved under M88A2 for review and approval by the Government. Any updates to be briefed at Program Management Review as required.

1. DATA ITEM NO. A013	2. TITLE OF DATA ITEM: Safety Assessment Report
--------------------------	--

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) DI-SAPT-80102B	5. CONTRACT REFERENCE: C.8.1	6. REQUIRING OFFICE: AMSTA-CM-PS
7. DD250 REQ: No	8. APP CODE:	9. DIST. STATEMENT REQUIRED:
		10. FREQUENCY: As Req

11. AS OF DATE: As Req	12. DATE OF FIRST SUB: As Req	13. DATE OF SUBS.SUB: As Req
---------------------------	----------------------------------	---------------------------------

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES DRAFT FINAL
------------------	---------------	-----------------------------

	Reg	Repro
PM HBCT	1	
AMSTA-CM-PS	1	
MARCORSYSCOM	1	

15. TOTAL: 3

16. REMARKS:
Update the approved SAR as required through the contract period of performance.

1. DATA ITEM NO. 2. TITLE OF DATA ITEM:
A014 Health Hazards Assessment Report

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) DI-SAFT-80106B	5. CONTRACT REFERENCE: C.8.1	6. REQUIRING OFFICE: AMSTA-CM-PS
7. DD250 REQ: No	8. APP CODE:	9. DIST. STATEMENT REQUIRED: As Req
10. FREQUENCY: As Req	11. AS OF DATE: As Req	12. DATE OF FIRST SUB: As Req
13. DATE OF SUBS.SUB: As Req		

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
			Reg	Repro
	PM HBCT		1	
	AMSTA-CM-PS		1	
	MARCORSYSCOM		1	

15. TOTAL: 3

16. REMARKS:
Update the approved HHAR as required through the contract period of performance.

1. DATA ITEM NO. 2. TITLE OF DATA ITEM:
A015 Report of Shipping and Packaging Discrepancy

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) DI-MGMT-80503	5. CONTRACT REFERENCE: C.11.2	6. REQUIRING OFFICE: PM HBCT
7. DD250 REQ: No	8. APP CODE:	9. DIST. STATEMENT REQUIRED: As Req
10. FREQUENCY: As Req	11. AS OF DATE: As Req	12. DATE OF FIRST SUB: As Req
13. DATE OF SUBS.SUB: As Req		

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
			Reg	Repro
	PM HBCT		1	
	MARCORSYSCOM		1	
	DCMA		1	

15. TOTAL: 3

16. REMARKS:

Contractor format report to be submitted for any receipt that does not agree with the shipping invoice. Notice forwarded to the applicable office providing the GFM (PM HBCT or MARCORSYSCOM).

1. DATA ITEM NO. A016	2. TITLE OF DATA ITEM: Progress, Status and Management Report		
3. SUBTITLE:			
4. AUTHORITY (Dt of Acq Document No.) DI-MGMT-80227(T)	5. CONTRACT REFERENCE: C.3.2.1.1a; C.1.1.1; C.17	6. REQUIRING OFFICE: PM HBCT	
7. DD250 REQ: No	8. APP CODE:	9. DIST. STATEMENT REQUIRED:	10. FREQUENCY: Monthly
11. AS OF DATE: 30 DAC	12. DATE OF FIRST SUB: 30 DAC	13. DATE OF SUBS.SUB: Monthly	
14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT FINAL Reg Repro
	PM HBCT		1
	AMSTA-TR-E/RECV		1
	MARCORSYSCOM		1
	DCAMA York		1
	PCO		1
		15. TOTAL:	5

16. REMARKS:

Paragraphs 10.1, 10.2, 10.3a, 10.3c, 10.3o and 10.3p apply. Delete 10.3b, 10.3d, 10.3e, 10.3f, 10.3g, 10.3h, 10.3i, 10.3j, 10.3k, 10.3l, 10.3m and 10.3n.

Contractor formatted report submitted monthly for STS activities, to include minutes of teleconferences, program schedule status and cost reports (PM HBCT, MARCORSYSCOM, DCMA and PCO only), as applicable for respective platforms.

Contractor formatted report submitted monthly identifying/listing contractor approved Class II ECPs for the reporting period (PM HBCT, DCMA and AMSTA-TAR-E/HCV/LCV only).

Contractor formatted report submitted monthly for GFM reporting (PM HBCT, PCO, DCMA & MARCORSYSCOM only).

Contractor formatted test reports and failure analysis and corrective action report shall be delivered as required by executed STS work directives. Contractor may use MIL-HDBL-831 for guidance.

1. DATA ITEM NO. A017	2. TITLE OF DATA ITEM: Failure Analysis and Corrective Action Report		
3. SUBTITLE:			
4. AUTHORITY (Dt of Acq Document No.) DI-RELI-81315	5. CONTRACT REFERENCE: C.13	6. REQUIRING OFFICE: PM HBCT	
7. DD250 REQ:	8. APP CODE:	9. DIST. STATEMENT REQUIRED:	10. FREQUENCY:

No As Req

11. AS OF DATE: As Req 12. DATE OF FIRST SUB: As Req 13. DATE OF SUBS.SUB: As Req

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT		FINAL	
				Reg	Repro	
	PM HBCT			1		
	MARCORSYSCOM			1		
	Ready Response Team			1		
	DCMA					
	TARDEC			1		
	SFAE-GCS-CR-P					
	AMSRD-AAR-AEW-S					
			15. TOTAL:			4

16. REMARKS:
 Test FACARs distributed to PM HBCT only.
 Field Failure FACARs distributed to all addressees as applicable.

1. DATA ITEM NO. A018 2. TITLE OF DATA ITEM: Engineering Data for Provisioning

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) DI-ILSS-81289(T) 5. CONTRACT REFERENCE: C.19.1.1 6. REQUIRING OFFICE: PM HBCT

7. DD250 REQ: No 8. APP CODE: 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: As Req

11. AS OF DATE: As Req 12. DATE OF FIRST SUB: As Req 13. DATE OF SUBS.SUB: As Req

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT		FINAL	
				Reg	Repro	
	AMSTA-LC-CAF			1		
	PM HBCT					1
			15. TOTAL:	1		1

16. REMARKS:
 Paragraphs 10.2.d and 10.2.e do not apply. Drawings will be furnished concurrently with provisioning documentation for each item without a source code. PM HBCT to receive a copy of the transmittal letter only.

1. DATA ITEM NO. A019 2. TITLE OF DATA ITEM: Provisioning and Other Preproduction Screening Data

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) DI-ILSS-81286 5. CONTRACT REFERENCE: C.19.2.5.2 6. REQUIRING OFFICE: PM HBCT

7. DD250 REQ: 8. APP CODE: 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY:

No As Req

11. AS OF DATE: As Req 12. DATE OF FIRST SUB: As Req 13. DATE OF SUBS.SUB: As Req

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	AMSTA-LC-CAF			Reg Repro
	PM HBCT			1 1
		15. TOTAL:	1	1

16. REMARKS:
 Screening used to identify National Stock Numbers (NSNs) for an item is deliverable concurrent with submittal of CDRL A018.
 Prescreening data shall conform to DOD 4100.38-M and be not older than 60 days. PM HBCT to receive copy of transmittal letter only.

1. DATA ITEM NO. A020 2. TITLE OF DATA ITEM: Preservation and Packaging Data

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) DI-PACK-80120B/80121B 5. CONTRACT REFERENCE: C.20 6. REQUIRING OFFICE: AMSTA-TAR-E/HCV/LCV

7. DD250 REQ: No 8. APP CODE: 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: As Req

11. AS OF DATE: As Req 12. DATE OF FIRST SUB: As Req 13. DATE OF SUBS.SUB: As Req

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	AMSTA-TAR-E			Reg Repro
	PM HBCT			1 1
		15. TOTAL:	1	1

16. REMARKS:
 PM HBCT to receive copy of transmittal letter only.

1. DATA ITEM NO. A021 2. TITLE OF DATA ITEM: Logistics Management Information Data Products

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) DI-ALSS-81529 5. CONTRACT REFERENCE: C.20 6. REQUIRING OFFICE: AMSTA-TAR-E/HCV/LCV

7. DD250 REQ: No 8. APP CODE: 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: As Req

11. AS OF DATE: As Req	12. DATE OF FIRST SUB: As Req	13. DATE OF SUBS.SUB: As Req
14. DISTRIBUTION	A. ADDRESSEES	B. COPIES DRAFT FINAL Reg Repro
	AMSTA-TAR-E	1 1
	PM HBCT	1 1
	15. TOTAL:	1 1

16. REMARKS:
 PM HBCT to receive copy of transmittal letter only.

1. DATA ITEM NO. B001	2. TITLE OF DATA ITEM: Technical Manuals		
3. SUBTITLE:			
4. AUTHORITY (Dt of Acq Document No.) MIL-STD-40051	5. CONTRACT REFERENCE: C.21	6. REQUIRING OFFICE: PM-HBCT	
7. DD250 REQ: No	8. APP CODE:	9. DIST. STATEMENT REQUIRED:	10. FREQUENCY: As Req
11. AS OF DATE: As Req	12. DATE OF FIRST SUB: As Req	13. DATE OF SUBS.SUB: As Req	
14. DISTRIBUTION	A. ADDRESSEES	B. COPIES DRAFT FINAL Reg Repro	
	PM HBCT	1 1	
	AMSTA-LC-CAF		
	CASCOM	15. TOTAL: 1 1	

16. REMARKS:
- (1) Operator Manual TM 9-2350-292-20
 - (2) Unit Maintenance Manual TM 9-2350-292-20
 - (3) DS & GS Maintenance Manual TM 9-2350-292-34
 - (4) RPSTL Unit DS & GS Manual TM 9-2350-292-24P
 - (5) Engine DS & GS Maintenance Manual TM 9-2815-XXX-34
 - (6) Engine RPSTL DS & GS Maintenance Manual TM-9-2815-XXX-34P
 - (7) Transmission DS & GS Maintenance Manual TM 9-2520-215-34
 - (8) Transmission RPSTL DS & GS Maintenance Manual TM 9-2520-215-34P
 - (9) Fuel Pump, Engine Assembly RPSTL DS & GS Maintenance Manual TM 9-2910-213-34&P
 - (10) Pump, Fuel Metering and Distribution, RPSTL DS & GS Maintenance Manual TM 9-2910-232-34&P
 - (11) Turbocharger RPSTL DS & GS Maintenance Manual TM 9-2990-205-34&P
 - (12) Hand Receipt TM 9-2350-292-10

a. Deliver final paper copy manual and one reproducible paper copy concurrent with the start of NET. Overpack one final copy manual (-10) on each vehicle prior to vehicle delivery to the Government.

b. One paper copy -10 manual and master CD-ROM for the ETM and IETM of manuals #1-8.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

PIIN/SIIN W56HZV-07-C-0256
MOD/AMD P00005
ATT/EXH ID Exhibit A
PAGE 12

G. PREPARED BY: Karen Iler, Procurement Analyst
H. DATE:

I. APPROVED BY:
J. DATE:

DD FORM 1423-E, APR 00

PAGE ___ OF ___